

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**THE COUNTY OF ERIE
AND
THE ERIE COUNTY SHERIFF'S DEPARTMENT**

AND

**TEAMSTERS LOCAL 264
I.B. OF T.C.W.
AND
H. OF A.**

2005 - 2016

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Statement of Purpose	1
1	Recognition	1
2	Management Rights	1
3	Pledge Against Discrimination & Coercion.....	1
4	No Strike Clause	2
5	Dues CheckOff & Authorization	2
	Agency Shop.....	3
6	Bulletin Boards	3
7	Access to Premises	4
8	Notification of New Employees	4
9	Hours of Work.....	4
	Regular Hours.....	4
	Work Week	4
	Shift Change	4
	Work Schedules Showing Employee Shifts ..	5
	Rest Periods	5
	Lunch Periods and Meals	5
10	Reporting Time & Overtime	5
	Show Up Time	5
	Court Time	5
	Overtime	5
	Distribution of Overtime	6
	Probationary Period	7
	Seniority	7
	Breaks in Continuous Service.....	8
11	Work Force Changes.....	8
	Promotions.....	8
	Command Assignment Procedure	8
	Demotion	9
	Temporary Assignments	9
	Lay-Off	10
	Lay-Off Procedure	10
	Recall	11
	Consolidation of Elimination of Jobs	11
	Transfers.....	11
	Assignment Preference.....	11
	Shift Preference	12
12	Holidays	13
	Holidays Recognized and Observed.....	13
13	Vacations	14
	Vacation Buy Back (Optional)	16

TABLE OF CONTENTS
(continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
14	Paid Leaves	16
	Bereavement Pay	16
	Personal Leave	16
	Jury Duty	17
	Union Leave	17
	Civil Service Examinations	17
15	Sick Leave	17
	Sick Leave Allowance	17
	Reason for Granting Sick Leave	18
	Sick Leave Credits	18
	Extended Sick Leave	18
	Sick Leave Bonus	18
	Reporting Time	19
	Sick Leave Records and Reports	19
	Reinstatement of Sick Leave	19
	Medical or Dental Visits	19
	Fraudulent Claims	20
	Workmen's Compensation	20
16	Leave of Absence Without Pay	20
	Eligibility	20
	Application for Leave Without Pay	20
	Maternity Leave	20
	Substantiation of Request for Sick Leave or Leave Without Pay	21
	Leave Because of Extended Illness	21
	Education Leave for Veterans	21
	Leave for Educational Purposes	21
	Leave of Absence to Serve in Another Position in the County Service	21
	Leave of Absence to Accept Employment Outside the County Service	21
	Leaves for Other Reasons	21
	Military Leave of Absence	21
	Political Leave	22
	Union Leave	22
17	Wages and Classifications	22
	Definitions	22
	Wages	23
	Trainee Rate	23
	Pay Period	23
	Shift Differential	23
	Longevity Payments	23
	Line Up Time	24
	Bonus for Field Training Officers	25

TABLE OF CONTENTS
(continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
18	In Service Disability Benefits.....	25
19	Health Insurance.....	25
	Prescription Coverage	25
	Dental Coverage	25
	Payment for Health Insurance	25
20	Retirement Plan & Death Benefits	29
21	Grievances and Judicial Review	30
	General	30
	Definitions	30
	Matter Relevant to Grievance Procedures	31
	Union Stewards.....	31
	Processing Grievance During Working Hours	31
	Labor Management Committee	31
	Rights of the Parties.....	31
	Grievance Procedure	32
22	Discipline and Discharge	33
	Investigations and/or Interrogations.....	33
23	General Provisions.....	35
	Pledge Against Discrimination and Coercion	35
	Union Activities on Employer's Time and Premises.....	35
	Contract Negotiations	36
	Uniform Allowance	36
	Badges.....	37
	Temporary Employees.....	37
	Sanitary Facilities.....	37
	Car Allowance.....	37
	Printing of Contract	37
	Polygraph Test.....	37
	Legal Counsel.....	37
	Personnel Records	37
	Safety Standards	38
	K9 Deputy Erie County Holding Center.....	38
24	Indemnification.....	39
25	Savings Clause	39
26	Emergency Situations	39
27	Physical Fitness	40
	Agreement in Principle.....	40

TABLE OF CONTENTS
(continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
28	Drug Testing	40
	Preconditions to Drug Testing.....	40
	Definitions	41
	Prohibited Substances	41
	Individuals Subject to Drug Testing and Testing Circumstances	41
	Testing and Test Results	43
	Employee Assistance and Rehabilitation	45
	Amnesty Rehabilitation Program	46
	Part of Employer/Union Contract	47
	Changes in Medical Coverage by Providers ..	47
29	Total Agreement	47
30	Statutory Provisions	47
31	Termination and Modification.....	47
	Memorandum of Agreement	49
	Schedule "A"	
	Titles in Bargaining Unit	51 - 52
	Schedule "B"	
	Union Membership Application	53
	Schedule "C"	
	Travel of County Personnel on Official Business	54 - 60
	Schedule "D"	
	Memorandum of Understanding	61 - 62
	Schedule "E"	
	Policy for Holding Center Division Deputies.....	63
	Schedule "F"	
	Holding Center Policy for Selection of Vacation	64

TABLE OF CONTENTS
(continued)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Schedule "G"	
	Memorandum of Understanding	
	Shift Swapping	65
	Appendix "A"	66 – 72
	Appendix "B"	73 – 79
	Appendix "C"	80 – 86
	Appendix "D"	87 – 93
	Appendix "E"	94 – 97
	Appendix "F"	98 – 100
	Appendix "G"	101 – 104

STATEMENT OF PURPOSE

This Agreement entered into by the County of Erie, New York, and the Erie County Sheriff's Department, co-employers, hereinafter referred to as the "Employer" and Teamsters Local 264, International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 RECOGNITION

SECTION 1.1: The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all Erie County Sheriff's Department employees in all classifications reflected in Schedule "A" as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 2.1: Except as expressly limited by other provisions of this Agreement, all the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel for the conduct of Employer programs; to administer the merit system including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify, and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 3 PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 3.1: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The provisions of this Agreement shall be applied fairly, by both the Employer and the Union, to all employees.

SECTION 3.2: In connection with the equal employment opportunity program of the United States, the Employer pledges its full support to executive order 11246 of September 1965 as amended by executive order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

SECTION 3.3: All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 3.4: The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

SECTION 3.5: The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 3.6: The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 4

NO STRIKE CLAUSE

SECTION 4.1: The Union recognizes the status of the Erie County Sheriff's Department employees as "public employees" and the provisions of law applicable thereto.

SECTION 4.2: The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

SECTION 4.3: No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 5

DUES CHECK OFF AND AUTHORIZATION

SECTION 5.1: An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Schedule "B". Upon receipt of the authorization from an employee, the Employer shall, pursuant to the authorization, deduct from the employee's wages, dues, and initiation fees accordingly each pay period.

SECTION 5.2: The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

**TEAMSTERS LOCAL 264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227**

SECTION 5.3: The Union shall certify to the Employer in writing the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes. The Union hereby agrees to indemnify the County and hold it harmless from all claims, damages, costs, fees or charges of any kind which may arise out of the honoring, by the County, of deductions of dues and initiation fee authorizations in accordance with the provisions of this Article and the transmitting of such deducted dues and fees to the Union.

SECTION 5.4: A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Personnel Commissioner of the County of Erie of his desire to discontinue or to change such authorization in writing and by registered mail and the Employer shall forward a copy of the employee's notification to the Union.

SECTION 5.5: The Employer further agrees to grant to the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

SECTION 5.6: "Agency Shop" - Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this Agreement. Such amount shall be deducted from an employee's wages each pay period and shall be transmitted at the same time and to the same office as set forth in Section 5.2 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

SECTION 5.7: If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member's pay check, such deduction shall be made from the next pay check of the bargaining unit member and submitted to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

ARTICLE 6

BULLETIN BOARDS

SECTION 6.1: The Employer agrees to provide space and the Union agrees to purchase bulletin boards approximately 3' by 3' in size for the exclusive use of the Union to post notices and other Union information excluding any information of an inflammatory nature, at each of the following work installations:

- a) 10 Delaware Avenue
1st Floor - Payroll
- b) Holding Center
Deputies Locker Room, "at time clock"
Clerk's Office
Outside of lunch room
- c) County Court - 2nd Floor - Reserve Room

- d) 134 W. Eagle Street
4th Floor - Lunch Room
4th Floor - Civil Division
- e) E.C.M.C.
9th Floor lockup
- f) Communications – Central Police Services (CPS) Building
- g) Erie County Correctional Facility Lunch Room for ECSD's

ARTICLE 7 ACCESS TO PREMISES

SECTION 7.1: The Employer agrees to permit no more than four representatives of the International Union, and/or Local Union to enter the premises of the Employer at any hour after permission from the Division Head or his designee has been granted for individual discussions of working conditions with employees and the administration of the Collective Bargaining Agreement, provided such representatives or the discussions do not unduly interfere with the performance of duties assigned to the employees.

ARTICLE 8 NOTIFICATION OF NEW EMPLOYEES

SECTION 8.1: The Employer, through the County Personnel Office agrees to submit to the Union at least every six weeks, if necessary, the list known as "Personnel Changes" of new employees hired, their division, their job classification, home address, and whether their employment is on a permanent, provisional, seasonal, or temporary basis.

ARTICLE 9 HOURS OF WORK

SECTION 9.1: Regular Hours - The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this Article shall be construed to include lunch periods.

SECTION 9.2: Work Week - The normal work week shall consist of five (5) eight (8) hour days with two (2) consecutive days off, except as otherwise provided in this Agreement. (See Schedule "D")

SECTION 9.3: Shift Change -

a) The consecutive hours of work referenced above shall be described as three (3) shifts, as stated below:

7:00am – 3:00pm	Day Shift
3:00pm – 11:00pm	Afternoon Shift
11:00pm – 7:00am	Night Shift

b) No employee shall have a shift schedule or day off schedule changed for the purpose of avoiding a payment of overtime.

- c) Where the Employer feels that circumstances necessitate a shift change then notice of such a change shall be given to the employee no less than seventy-two (72) hours in advance of the start of the shift such changed work schedule is to commence.

SECTION 9.4: Work Schedules Showing Employee Shifts - Work shifts, days and hours shall be posted on all appropriate bulletin boards at all times and shall be posted on the preceding Thursday of each work week. In the event such schedule is not posted by Thursday, the Sheriff or his designee shall be responsible for notifying any employee whose schedule is changed from the regular schedule for the coming week.

SECTION 9.5: Rest Periods - All office clerical, kitchen and cleaning employees shall be entitled to a fifteen (15) minute rest period during each one-half (1/2) shift.

SECTION 9.6: Lunch Periods and Meals - All employees covered by this Agreement shall have a paid lunch period of at least one-half (1/2) hour. It is agreed that lunch periods must be taken within the scope of the employee's duties and any employee may be required to stay on his post.

ARTICLE 10

REPORTING TIME

SECTION 10.1: Show Up Time - Any employee reporting to work shall receive a minimum of three (3) hours pay at the employee's appropriate rate of pay.

SECTION 10.2: Court Time -

- a) Any employee who, in connection with his duties is required to appear in any court or before any regulatory or administrative agency at any other time than his regularly scheduled work period shall receive a minimum of three (3) hours pay at time and one-half for the first court appearance and a minimum of two (2) hours for the second additional appearance in a different court on the same day. After the second appearance, actual time spent in court shall be paid.
- b) No employee shall be eligible for court appearance pay for any appearance that is made while on vacation time, comp time or personal leave time unless said time off has been approved prior to receiving the court appearance notification. Further, no employee may appear in court while on sick leave unless prior approval has been obtained from the court liaison officer or the employee's respective Division Head or his designee.

SECTION 10.3: Overtime -

- a) Employees requested to work overtime will receive time and one-half such employees straight time hourly rate for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week. Excluded from computations of eight hours per pay and forty hours per week to be worked for the purposes of the overtime premium of one-half (1/2) is all sick leave.

- b) All overtime worked shall be paid promptly and no later than the next payroll check, except that employees wishing to receive compensatory time off in lieu of overtime shall be allowed to accrue and maintain a compensatory time bank, calculated at one (1) and one-half (1/2) times their regular rate of pay for each hour of overtime worked up to a maximum of one hundred twenty (120) hours. This compensatory time benefit is to be in lieu of all other compensatory time benefits.

SECTION 10.4: Distribution of Overtime - So far as is practicable, without reducing efficiency of work performance or the need to the department, opportunities to perform overtime work shall be distributed as equally as possible among the employees working that present shift in the needed job classifications, provided the employees are qualified to perform the overtime work required. The method and requirements for distributing overtime shall be as follows:

1. Work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary, regardless of such employee's seniority or amount of previous overtime. It is understood that such overtime is mandatory and may not be refused.
2. Overtime work shall be offered to employees working the present shift on the basis of seniority and shall be equitably distributed among employees who normally perform such work. Each employee shall be selected in turn according to his place on the seniority list for that shift by rotation, provided, however, that the employee whose turn it is to work possesses the qualifications and ability to perform the work required, as determined by the Sheriff.
3. An employee requesting to be skipped when it becomes his turn to work overtime shall not be rescheduled for overtime work until his name is reached again in orderly sequence and an appropriate notation shall be made on the overtime roster.
4. In the event no employee wishes to perform the required overtime work, the Employer shall rotate the assignment of such required work by the use of inverse departmental seniority to assign the necessary employees to perform the work in question. However, it is understood that an employee can not be forced for overtime on the day prior to taking an approved vacation of five (5) days or more including the RDO's preceding said vacation.
5. In an emergency which is determined by the Sheriff in his sole discretion such overtime may not be refused.
6. If an employee is skipped or denied an opportunity for overtime work in violation of this Agreement, upon giving formal notice of same in writing and upon verification, he shall be given preference to elect overtime regardless of seniority or amount of overtime previously worked when it becomes available to his shift.
7. Should any employee refuse overtime work when it "may not be refused" (Section 10.4, #1 or #5) he shall subject himself to disciplinary action.
8. No employees in the department shall be allowed to work voluntary overtime while on vacation.

9. An overtime roster shall be available for inspection by employees and/or union representatives, upon request, within a reasonable amount of time after the request is received. Employees and union representatives shall keep such request to a reasonable number. If the Business Representative of Local 264 requests a copy of the overtime roster each month, a copy will be made available for posting by the union, if they so desire.
10. Employees required to seek medical treatment as a result of an injury while on the job, will be paid up to a maximum of four (4) hours if said medical treatment goes beyond the completion of their tour of duty.

SECTION 10.5: Probationary Period -

- a) Every new employee who is appointed to fill a permanent position shall be subject to a probationary period of not more than twenty-six (26) weeks, excluding training period and any authorized or unauthorized leaves in excess of an aggregate of ten (10) work days during the probationary period. Upon completion of the probationary period the appointee will be granted all of the rights and privileges of permanent status employees. New employees who successfully complete their probationary period shall be entered on the seniority list retroactive to their initial date of hire.
- b) The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours and other conditions as set forth under Article 1 of this Agreement, except in proceedings for discipline and discharge.

SECTION 10.6: Seniority - Seniority as utilized in this Agreement for all purposes other than layoffs shall be defined in accordance with the following:

- a) New employees or lateral transferred employees who become members of the Sheriff's Department shall have their seniority begin with the first date of service in the Sheriff's Department.
- b) Employees of the Sheriff's Department who go from a non-sworn capacity to a sworn capacity or visa versa or who transfer from Deputy Sheriff - Criminal to Deputy Sheriff - Officer for whatever reason shall have their seniority for all purposes other than layoff and recall, vacation and sick leave accrual or assignment to salary steps begin with the first date of service in the new job title.
- c) New employees who have prior service with the County, and who become members of the Sheriff's Department shall have their seniority for purposes of retention, amount of vacation and sick leave credit accruals and assignment of salary steps determined pursuant to Sections 70 and 80 of the Civil Service Law or any other applicable statute. For purposes of vacation selection, shift and job assignment bids and RDO selection seniority shall begin with the first date of service in the Sheriff's Department to the extent permitted by law.
- d) When multiple employees are hired on the same day, seniority ranking shall first be determined by test scores, if the test scores are the same, the tie breaker shall be social security numbers using the last two (2) digits of the social security number, with the most senior being the individual with the lowest numerical value (ie: 01 more seniority than 99).

- e) Every six (6) months the Employer agrees to furnish the Union an up-to-date seniority list showing the continuous service of each permanent employee within the department. The seniority lists will show the names, job classifications, division and date of hire of all employees entitled to seniority.
- f) It is agreed and understood that where applicable, Civil Service Law will supersede the seniority defined above in all competitive class positions.

SECTION 10.7: Breaks in Continuous Service - For the purpose of seniority an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. If an employee returns to work in the same job title within one year, the break in continuous service shall be removed from his record.

ARTICLE 11

WORK FORCE CHANGES

SECTION 11.1: Promotions -

- a) The Employer shall promote to competitive class positions pursuant to New York Civil Service Law, as amended from time to time.
- b) Supervisory promotions, employees who are promoted to the following titles only shall be promoted from the step they are in at the time of promotion to the same step in their new salary grade.
 - 1) Captain
 - 2) Lieutenant
 - 3) Sergeant (Including Technical Sergeants)
- c) Effective January 1, 1996, all promotions in non-sworn positions shall be step-to-step from the fifth (5th) step onward. This shall not apply to movement from non-sworn to sworn positions or movement within non-sworn titles that are not part of the same promotional family.

SECTION 11.2: Command Assignment Procedure -

- a) Any employee who is assigned or promoted to command positions and/or titles shall immediately, upon assignment or promotion, be informed of the duties and responsibilities of the command assignment by the proper authority. It shall be the obligation of any person performing the duties and responsibilities of command for a period of at least sixty (60) days to know his duties and responsibilities.
- b) Sergeants, Lieutenants and Captains who bid on an assignment, shift choice shall have their bids considered on the basis of seniority (see c below) specialized training and career development. However, the final authority for any such assignment shall rest with the Sheriff.

c)	<u>TIME IN GRADE</u>	<u>TIME IN SERVICE</u>
RDO's (regular day off)		X
ASSIGNMENT (shift)		X
OVERTIME (preference)		X
VACATION (preference)		X
LAYOFF	(Subject to civil service law)	
RETRENCHMENT	(Subject to civil service law)	

Note: 1. Provisional status time may be in aggregate.
2. Section 80 & 81 New York State Civil Service Law applies.

- d) When using the term "time in grade" it shall be defined as the length of service from the date of contingent permanent appointment. If the contingent permanent date of is the same, the tie breaker shall be test scores, if the test scores are the same, the time breaker shall be social security numbers pursuant to Article 10, Section 10.6(d). The parties have agreed that when the contingent permanent appointment date is the same, departmental seniority among the affected employees shall determine who shall have the next permanent appointment.

SECTION 11.3: Demotion -

- a) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.
- b) An employee who is relegated back to his previous job from a detail assignment shall not be considered as demoted.

SECTION 11.4: Temporary Assignments - An employee temporarily assigned to a higher level encumbered position during a continuance of a temporary emergency not in excess of fifteen (15) consecutive days of actual work by such employee in the higher level position shall not be eligible for a salary increase. This includes assignments for vacation substitutes and for training purposes. Effective on the 16th consecutive day of actual work by such employee in the higher level position, the employee will be paid at the new rate until his return to his prior assignment. However, if the assignment is to an encumbered position from which the incumbent is on authorized leave without pay, such employee will be eligible for the new rate immediately upon actually assuming the assigned position.

SECTION 11.5: Lay-Off -

- a) In the event the employer plans to layoff employees for any reason, the employer shall make a good faith effort to meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken.
- b) The employer shall forward a list of those employees being laid off to the Local Union on the same date that the notices are issued to the employees.
- c) The employer shall give 21 calendar days notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as the result of any bumping procedures under this Agreement, or for competitive class employees, the New York State Civil Service Law.
- d) When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employees.
- e) When any other employee in the non-competitive class or labor class is to be laid off, due to a reduction in the work force, it is understood the employee with the least amount of seniority in the job title affected shall be the first laid off.

SECTION 11.6: Lay-Off Procedure -

- a) The layoff of permanent employees in the competitive class will be governed by Section 11.5(d) above.
- b) For non-competitive class and labor class positions.
 - 1. Before any permanent incumbent in any job title is laid off in any department, all part-timers, then temporary, then probationary employees (excluded are per diem employees) in that department in the same title shall be first laid off in that order.
 - 2. Where there is a layoff in a specific job title (and no part-time, temporary, provisional or probationary employees are involved), the employee with the lowest seniority in that job title shall be laid off first.
 - 3. If the employee who is laid off has previously held another job title in the Department he shall have the right to bump the least senior employee in that job title, seniority permitting. An employee bumped in accordance with this paragraph shall be laid off.
 - 4. If the bumping process fails to produce a work opportunity said employee shall be laid off.
 - 5. Total departmental seniority will govern with respect to layoffs and recall in any job title.
- c) The employer will be liable for any error on a separation of layoff from the date of the error. If, however, the employee discovers the error and fails to file a grievance, the employer will be liable only from the date a grievance is filed.

SECTION 11.7: Recall -

- a) The recall of all competitive class employees in the bargaining unit shall be pursuant to Sections 80 and 81 of the New York Civil Service Law as amended from time to time.
- b) The recall of employees in the non-competitive class or labor class shall be pursuant to inverse seniority (last laid off - first to return).
- c) Notice of recall shall be sent to the employee at his last known address by certified mail. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice of recall he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case more than three (3) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by certified mail.
- d) No new employee shall be hired into a particular job title until all employees on lay off status in that job title desiring to return to work have been recalled.

SECTION 11.8: Consolidation or Elimination of Jobs - The Employer will give twenty-one (21) days notice of any consolidation or elimination of jobs to the Union and provide the Union an opportunity to discuss the placing of the affected employees within the department.

SECTION 11.9: Transfers -

- a) Where an employee is transferred involuntarily to another shift or division he shall be entitled, upon his request, to have the reason therefore stated in writing and with full particularity, which statement shall become part of his personnel file. Such transfers shall be done by inverse seniority only, and the phrase, "for the good of the service" shall not constitute an adequate or sufficient reason for such transfer.
- b) Employees reassigned involuntarily to another position within the same division shall be entitled, upon request, to have the reason therefore stated in writing. This statement shall then become part of the employee's personnel file. The employee shall not have the right to grieve the response received. In any case, the employee shall receive the necessary training and equipment to properly perform the duties assigned to him.

SECTION 11.10: Assignment Preference -

- a) For the purpose of Article 11, Section 11.10 (b), an assignment shall be defined as the particular job duties to be performed by an employee within any general job title, said job titles being listed in schedule "A" of this Agreement.
- b) It is agreed that assignment request may be made for all positions in the Erie County Sheriff's Department, including those non grandfathered positions in Courts and the Penn.
- c) On November 1st of each year the vacancies based on man power needs will be posted for each shift. Employees may bid on these vacancies utilizing their departmental seniority (as defined in Article 10, Section 10.6). This process shall be completed no later than November 15th of each year.

d) On December 1st of each year, the Employer shall post all the positions on each shift. Employees may bid on these positions utilizing their departmental seniority (as defined in Article 10, Section 10.6). This process should be completed no later than December 15th of each year.

e) It is understood that upon completion of the bidding process the employee filling the vacancies shall exercise his/her departmental seniority (as defined in Article 10, Section 10.6) at that time in conjunction with all other employees on the shift in the selection of RDO's (Regular Days Off).

f) Items #c and #d above shall take effect the following January 1st of each year and run annually to the following December 31st.

g) Any retirement vacancies shall be filled immediately in accordance with #c and #d above. Any medical vacancies may be filled on a temporary basis during any given year by management.

h) It is understood that the bids for the Booking Area are for a minimum of two years. The union acknowledges the "booking area" requires personnel assigned to this "bid" to possess skills and training that exceed most other assignments. It is understood that the Sheriff and/or his designee have the exclusive right to immediately remove any deputy or supervisor assigned to the "booking area" if they fail to adequately perform their duties and responsibilities. The Sheriff and/or his designee will provide the union with written notification for any removal. Objection to the removal may be subject to the grievance procedure.

i) It is understood that any employee may not be displaced off his bid position by an employee from another shift that is required to work forced overtime. Assignments for overtime selection shall be by department seniority (as defined in Article 10, Section 10.6) for the vacancies that are needed to be filled on that particular shift that particular day.

j) It is further understood that any assignments or bids cannot violate any terms or conditions of the United States Department of Justice "consent decree" or United States Department of Justice "stipulated order of dismissal" or any requirements mandated by the New York State Commission of Correction.

SECTION 11.11: Shift Preference -

a) This section shall apply only to vacancies not included in Article 11, Section 10(b). Whenever a permanent shift vacancy occurs or is created, if the Employer determines to fill the vacancy and maintain such job assignment on the shift, an announcement of the vacancy shall be posted on all official Departmental Bulletin Boards for a period of ten (10) calendar days. During said ten (10) calendar day period employees may bid to the posted shift vacancy. If two or more eligible employees bid for the position the employee with the greatest length of departmental seniority (as defined in Article 10, Section 10.6) shall be given preference. Civilian competitive and non-competitive employees are included in this Section.

- b) It is understood that upon completion of the bidding process the employee filling the vacancy bid open shall exercise his/her departmental seniority (as defined in Article 10, Section 10.6) at that time in conjunction with all other employees on the shift in the selection of RDO's (Regular Days Off).

ARTICLE 12

HOLIDAYS

SECTION 12.1: **Holidays Recognized and Observed** - The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
Patriot's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Christmas Day

SECTION 12.2: Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

SECTION 12.3: In those divisions of the department which are responsible for twenty-four (24) hour coverage, the Holidays of New Year's Day, July 4th and Christmas for purposes of Holiday pay shall be the actual calendar date rather than the date celebrated.

SECTION 12.4: An employee who works on a holiday (those listed in Section 12.1 or in conjunction with Sections 12.2 or 12.3 shall be paid at their rate of one and one-half (1 1/2) for all hours worked or receive compensatory time at the same rate.

SECTION 12.5: Employees who are scheduled off because of the observance of a holiday will receive only their regular pay for that day. It is understood the scheduling off (forced off) of employees on a holiday shall be done on rotation basis (inverse seniority).

SECTION 12.6: An employee must have worked his last scheduled work day prior to the holiday and his first scheduled work day after the holiday to receive compensation for the holiday, unless he was excused by the Sheriff. It is understood that the Sheriff has sole discretion in determining whether or not such absence is excusable, whatever the nature of the absence. A doctor's certificate for sick leave taken the work day before or after a holiday would be considered acceptable evidence of excusable absence in line with Article 15 Section 15.2.

ARTICLE 13

VACATIONS

SECTION 13.1: Vacation credits will accrue and be available for use on a bi-weekly pay period basis for full-time employees after the first pay period of employment providing they are on a compensable pay status for 40 or more hours (5 or more working days) each pay period. An employee on paid leave status (ie: bereavement day(s), personal leave day(s), jury duty, union leave, sick leave day(s), 207c/LDI, and vacation day(s)) or full pay status will be considered as time worked in determining vacation credits.

SECTION 13.2: Credits for length of service shall be granted to each employee on January 1 of each year in accordance with the following schedule:

<u>Length of Service</u>	<u>Rate Per Pay Period</u>	<u>Rate Per Year</u>
From date of employment through completion of two years	3.08 hours	10 days
From 2nd year anniversary through completion of nine years	4.62 hours	15 days
From 9th year anniversary through completion of sixteen years	6.16 hours	20 days
From 16th year anniversary through completion of twenty-five years	7.70 hours	25 days
From 25 year anniversary through all successive years of service	9.23 hours	30 days

SECTION 13.3: Employees will become eligible for payment of earned vacation credits after their first anniversary date of employment. Thereafter, an employee may be granted his yearly vacation credits as set forth Section 13.2 above at any time during the calendar year in which his successive anniversary dates fall, with the understanding that vacation credits can only be used after it has been earned and no employee can run a vacation credit deficit.

SECTION 13.4: Effective 1-1-02 vacation pay shall be the regular straight time rate of pay in effect for the employee's regular position at the time he takes his vacation. The vacation pay shall also include shift differential if applicable and line up time at the appropriate time and one-half (1 & ½) rate.

SECTION 13.5: An employee will be granted his vacation credits in units of no less than one (1) week unless a lesser period of time is mutually agreed to by the Sheriff or appropriate Division Head and the employee.

SECTION 13.6: An employee may be granted one (1) day's vacation or a partial day's vacation, work requirements permitting, if approved by the appropriate Division Head. It being further understood that any such changes will not affect other employees whose vacation schedules have been previously approved, notwithstanding the foregoing in an emergency situation, all vacations are subject to change or cancellation by the Sheriff.

SECTION 13.7: If a holiday occurs during an employees vacation, the holiday shall not be charged against vacation credits.

SECTION 13.8: An employee who fails to utilize vacation credits in the year he is eligible to take them, shall be permitted to accumulate up to a maximum of twenty (20) vacation days in a vacation bank.

SECTION 13.9: An employee with the greatest departmental seniority by shift shall be given their choice of vacation periods, subject to the following paragraph:

- a) It is understood that the Sheriff may limit to two (2) weeks the length of vacation any employee takes at one time; that he may limit the number of employees on vacation at any one time, that he may designate certain dates as periods during which no vacations may be scheduled and that he may alter or change vacation assignments if an emergency arises.
- b) Holding Center Division selection see Schedule "F".

SECTION 13.10: Vacation schedules shall be posted in each division during the first week of January of each year. Employees are required to make their selection when notified by their supervisor or department head. The selection processing for all employees in the various departments, for the year in question, must be completed no later than February 15th of each year. Employees will receive notification relative to their vacation request no later than March 1st. Employees may cancel their vacations only with the approval of the Division Heads and if approval is given the vacation period will be posted for possible use by other employees on the same shift.

SECTION 13.11: If an employee is promoted or transferred to another County department, vacation credits will be transferred.

SECTION 13.12: An employee who resigns, retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

SECTION 13.13: An employee who is on layoff or is terminated for just cause will be paid for the vacation credits accumulated by him during the employee's current calendar year and all other vacation credits in the employee's bank, if any.

SECTION 13.14: A leave of absence without pay or a resignation followed by reinstatement to the same job title in the County Service within one (1) year shall not constitute an interruption of services for the purpose of this provision, provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month.

SECTION 13.15: Vacation Buy Back (Optional) – Commencing January 1, 2012 and annually on such date, thereafter, employees shall be permitted to sell back forty (40) hours of accrued and unused vacation leave at the employee's rate of pay. This shall be in conjunction with the County policy on this matter, which is as follows:

"Employees shall be permitted to sell back forty (40) hours of accrued and unused vacation leave at the employee's base rate of pay. Employees must have been on the Employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year."

ARTICLE 14 **PAID LEAVES**

SECTION 14.1: Bereavement Pay - An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparents, grandchildren, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchildren, foster child, stepparent or other relative who is an actual member of the employee's household) shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days from and including the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay.

SECTION 14.2: Personal Leave

- a) Full-time employees including temporary and provisional personnel will become eligible for and receive four days personal leave after one year of continuous service and also become eligible for and receive the same allowance for each succeeding year of employment providing they are on a compensable salary and wage basis for at least six months of continuous service in the preceding anniversary year and otherwise meet all eligibility requirements.
- b) Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum 225 days.
- c) In order for the Sheriff or his designee to arrange for adequate work coverage, applications for personal leave must be filed by an employee on a prescribed form with the Sheriff or his designee in accordance with Schedule "E" for Holding Center Division Deputies and all other employees to submit, at least five working days in advance, when the requested time is for four days and three working days in advance when the request is for three days or less. In case of emergency, the five or three days of advance notice may be waived by the Sheriff or Undersheriff within their sole discretion. It is understood by and between the parties that the granting of any Personal Leave is dependent upon the manning requirements of the department. All requests must receive the approval of the Sheriff or his designee and shall not be granted in less than one-half day units.

- d) In cases of reinstatement into the same position within one year or transfers to another position within the bargaining unit, unused personal leave/credits shall be restored or transferred.

SECTION 14.3: Jury Duty -

- a) On proof of the necessity of jury service or attending Court for other than personal matters and upon written proof of such service or attendance in court, employees shall be excused, with pay, from regularly scheduled work as regulated by (b & c) of the Section.
- b) Employees shall be excused with pay from any regularly scheduled work hours which fall during actual jury duty service or court attendance. Employees shall also be excused with pay from any regularly scheduled work which falls during the eight (8) hours immediately preceding and/or immediately following actual time served on jury duty.
- c) Employees required to serve jury duty who would normally work on Saturday and/or Sunday shall have the work week changed to reflect the day or days as days off while the jury duty continues.

SECTION 14.4: Union Leave - Members of the Union who are elected or designated to attend any Convention, Seminars, Educational Forums and/or official meeting of the Local Union Executive Board or official meeting of the Executive Board of the International Union, shall be permitted to attend such functions and be granted the necessary time off work permitting without loss of either time or pay provided that the total said time is not in excess of forty-five (45) work days in any calendar year and further provided that a request for such leave is made by the Union in writing to the Sheriff or his designee no less than five (5) calendar days prior to the date that the particular function is scheduled. Any request for such union leave shall not be unreasonably withheld.

SECTION 14.5: Civil Service Examinations - When an employee is scheduled to work, he shall be allowed a day off, regardless of shift, with pay to take open competitive and promotional examinations, but only such examinations which would result in employment by the County of Erie. Such examinations are limited to those which are of equal or higher pay grade. The employee shall submit a request for such leave two (2) weeks before the scheduled examination and submit proof that he took said examination.

ARTICLE 15
SICK LEAVE

SECTION 15.1: Sick Leave Allowance

- a) All full-time permanent employees in the bargaining unit shall earn sick leave immediately upon entering the service of the Employer at the rate of 1 & 1/4 days per month. All absences shall result in an hour for hour deduction from sick leave accruals. Effective January 1, 2000 an employee may accumulate sick leave up to a maximum of 225 days.
- b) Temporary employees and provisional employees without permanent status will not be entitled to sick leave until the completion of six (6) months of continuous service.

SECTION 15.2: Reason for Granting Sick Leave - Sick leave with pay shall be granted by a Division Head to an employee when incapacitated or unable to perform the duties of his position by reason of:

1. Sickness or injury that is non-service connected.
2. Serious illness in the employees immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other relative who is an actual member of the employees household. For absences of two consecutive days or more a certificate or affidavit issued by the attending Physician certifying to the necessity for the attendance of the employee shall be filed with the Commissioner of Personnel or his designee and sick leave for this purpose shall be granted only with his approval.
3. Quarantine regulations.
4. Emergency medical or dental visits.

SECTION 15.3: Sick Leave Credits - A credit for sick leave under this provision shall be allowed at the ceiling rate of a day and one-quarter (1 & 1/4) working days per month for each month of service as above indicated. Sick leave which is not used shall accumulate. No credit for sick leave under this provision shall be allowed unless the employee shall have been on full pay status at least fifty percent (50%) of the working days of the calendar month.

SECTION 15.4: Extended Sick Leave

- a) An employee who has completed the years of continuous service indicated below may receive such additional sick leave with pay as may be recommended by the Sheriff and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of:

Ten (10) continuous years of service - three (3) months.
Fifteen (15) continuous years of service - five (5) months.
in addition to the sick leave accumulated by such employee.
- b) No credits for sick leave, personal leave or vacation shall be earned during periods of extended sick leave with pay, granted in accordance with this section.
- c) Employees shall be eligible for the additional periods of sick leave granted in accordance with this provision until the levels of extended sick leave to which they are entitled have been exhausted.
- d) No extended sick leave with pay will be granted until all other accumulated leave time has been used.

SECTION 15.5: Sick Leave Bonus --

- a) Effective January 1, 2013, there will be a \$300.00 bonus for any employee who reaches the maximum of 225 days of accumulated sick leave. Thereafter, an additional bonus of three hundred (\$300.00) dollars will be paid in any year in which the maximum amount of sick leave is maintained, and five or less sick days are used.

- b) Payment of the initial bonus will be in the first pay check after the 225 days is reached. Payment of the yearly bonus will be in the first pay period of February in subsequent years.
- c) Employees who retire from County service with 15 (fifteen) years of County service shall be eligible for the following:
 - 1. Employees who have a minimum of 100 days of accumulated sick leave as of the date of retirement shall receive \$2,000.00 cash.
 - 2. Employees who have a minimum of 150 days of accumulated sick leave as of the date of retirement shall receive \$3,000.00 cash.
 - 3. Employees who have a minimum of 225 days of accumulated sick leave as of the date of retirement shall receive \$5,000.00 cash.

SECTION 15.6: Reporting Time -

- a) In case of absences, the time for reporting absence shall be at least one (1) hour before the start of the employees assigned shift. In case of failure to report within the stated time limits, unless for reasons satisfactory to the Division Head, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- b) A certificate or affidavit, showing incapacity and inability of the employee to perform his duties issued by the attending Physician, shall be filed with the Commissioner of Personnel in case of absence of more than five (5) consecutive work days. The Commissioner of Personnel may check further on any illness regardless of certificate or affidavit. If an employee fails to submit proof of illness when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay. If the proof submitted is found to be fraudulent and/or false by the Commissioner of Personnel and does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay. The Union agrees to cooperate in the reduction of any and all abuses of sick leave.

SECTION 15.7: Sick Leave Records and Reports - Each Division shall maintain an accurate record of the attendance and sick leave status of each employee. A record of the sick leave status of all Sheriff's Department employees shall be maintained in the Office of the Comptroller. Every leave of absence granted by a Division Head shall be promptly reported to the comptroller. Every payroll before being certified, shall bear suitable notations thereon of leaves granted. Medical certificates supporting requests for sick leave, shall accompany the original copy of the payroll and shall be filed in the Personnel Office. At the close of each month the Division Head or his designee shall give to any employee upon request a record of his accumulated sick leave credits.

SECTION 15.8: Reinstatement of Sick Leave - When an employee is reinstated in the County service within one (1) year following resignation, he shall receive credit for sick leave that had accumulated at the time of his resignation.

SECTION 15.9: Medical or Dental Visits - In the case of emergency or when circumstances require that visitations be made during working hours, the Division Head shall grant time off for medical or dental visits. All absences, including medical or dental visits, shall result in an hour for hour deduction from sick leave accruals.

SECTION 15.10: Fraudulent Claims - Any employee found to have requested paid sick leave or has been paid sick leave as a result of filing a fraudulent or false claim for such sick leave pay shall be subject to disciplinary action.

SECTION 15.11: Workmen's Compensation -

- a) Employees not covered under provisions of Section 207C of the General Municipal Law who are unable to perform the duties of their employment because of injuries received in the service of the Employer and who are entitled to receive Workmen's Compensation benefits shall receive in addition to lump sum payments, their ordinary pay to be charged against accumulated sick leave credits or accrued vacation time, or compensatory time in that order, at the option of the employee, when available and shall receive the ordinary benefits as provided by law.
- b) When their compensation case is finally adjudicated by the Workmen's Compensation Board 2/3 of the accrued sick leave credits used during the period of disability shall be reinstated.

ARTICLE 16
LEAVE OF ABSENCE WITHOUT PAY

SECTION 16.1: Eligibility -

- a) Only permanent employees shall be eligible for leaves of absence without pay after satisfactory completion of their probation period.
- b) Temporary and provisional employees without permanent status shall be entitled to military and maternity leave only.

SECTION 16.2: Application for Leave Without Pay - Application for leave of absence without pay, for any of the reasons cited in this provision shall be filed by the Employee, on the prescribed forms, with the Sheriff. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the Sheriff, the application shall be submitted to the Commissioner of Personnel. It is understood that if the leave is granted, such employee will be permitted to return to the same class title within the same department.

SECTION 16.3: Maternity Leave -

- a) Employees who are unable to perform the duties of their positions because of pregnancy may use sick leave for the period of disability certified by their personal physician. In the event that sick leave is exhausted prior to the employee's ability to return to duty, a request for leave of absence on the prescribed County form should be submitted to cover the additional period of disability. In either case, the duration of disability indicated by period of leave requested shall be substantiated by a statement completed by the employee's personal Physician.
- b) Effective January 1, 1994 leaves for legal adoptions shall be covered under the Family Medical Leave Act.

SECTION 16.4: Substantiation of Request for Sick Leave or Leave Without Pay - A certificate is required from the employee's personal physician specifying:

1. the date that the employee is no longer able to carry out all normal assigned duties.
2. the expected date of confinement, and
3. the date the employee may return to duty shall accompany the request whether it be for sick leave (prescribed County form) or for leave without pay (prescribed county form). In those instances where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without pay, all prescribed County forms should be completed at the same time, and the above Physician's certificate used to substantiate both requests.

SECTION 16.5: Leave Because of Extended Illness - When an employee has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his position, or if the attending Physician has recommended a period of rest and convalescence, the Sheriff may grant leave of absence without pay for a period not to exceed one year, subject to extension pursuant to County Civil Service Rules.

SECTION 16.6: Education Leave for Veterans - Education leave for veterans shall be granted pursuant to Section 246 of the Military Law.

SECTION 16.7: Leave for Educational Purposes - On the approval of the Sheriff, permanent employees may be granted leave of absence without pay for a period of one year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position as determined by the Sheriff in his sole discretion.

SECTION 16.8: Leave of Absence to Serve in Another Position in the County Service - Leave of absence without pay may be granted by the Sheriff to a permanent employee in competitive class to enable such employee to serve temporarily or provisionally in another position in the classified class.

SECTION 16.9: Leave of Absence to Accept Employment Outside the County Service - An employee may request leave of absence without pay to accept employment outside the County service.

SECTION 16.10: Leaves for Other Reasons - Leaves of absence without pay, for reasons other than those cited in this provision, may be granted by the Sheriff only in unusual circumstances, which in his judgment justifies the granting of such leave. If a request for such leave is approved by the Sheriff it will be submitted to the Commissioner of Personnel.

SECTION 16.11: Military Leave of Absence -

- a) Any County employee who is required to render ordered military or naval duty, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) calendar days pursuant to Military Law, Sections 242 and 243.

b) Military leave pursuant to Section 243 of the Military Law, shall be deemed actual service.

SECTION 16.12: Political Leave - Any employee who is elected or appointed to an elective public office or who is appointed to a non-elective public office not to exceed four years, may be granted leave or leaves of absence without pay provided written application is made for such leave specifically outlining the extent of leave requested and the public office elected or appointed to. Leaves of absence to non-elective public office may be only granted for periods of one year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-County position.

SECTION 16.13: Union Leave - An employee may request leave without pay if elected to any position in Local 264, or International Union Office or elected by the Union to do work which takes him from his employment with the Erie County Sheriff's Department. The number of employees on Union Leave will not exceed 3 employees at any one time.

SECTION 16.14: It is understood that the Sheriff or the Undersheriff has full discretion in granting or denying leaves under this Article.

ARTICLE 17

WAGES AND CLASSIFICATIONS

SECTION 17.1: Definitions -

- a) "Position" means one of the positions included under one class title in the wage range set forth in the appropriate schedules/tables/appendixes of this Agreement.
- b) "Salary/Wage Range" means the range of compensation from the first step to the top step as appearing in the wage range set forth in the appropriate schedules/tables/appendixes of this Agreement.
- c) "Class" means a group of similar positions included under the same title in the wage ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.
- d) "Job Group" means a group of classes of positions allocated to the same salary/wage range in the wage ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.
- e) "Increment" means the annual increment for each job group in the classification. Salary and Wage Schedule set forth in the appropriate schedules/tables/appendixes of this Agreement.
- f) "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in the Plan of Class, titles and salary/wage ranges set forth in the appropriate schedules/tables/appendixes of this Agreement.
- g) "Actual Service" means active service in the position, after deduction of any periods of leave without pay. Military leave pursuant to Section 243 of the Military Law shall be deemed actual service.

- h) "Work Day" means the normal number of regular consecutive hours an employee is scheduled for work within the confines of the provision of this Agreement.

SECTION 17.2: Wages -

- a) The wages in effect during the term of this Agreement for all bargaining unit employees are increases which are effective as follows:

1/1/12 – 2%
1/1/13 – 2%
1/1/14 – 2%
1/1/15 – 3%
1/1/16 – 3%

Note: The exceptions to the above increases are effective:

1/1/13 an upgrade for Records Clerks to Grade 6 Civilian Scale

Effective upon ratification pay scale for the Medical Employees along with all actual pay rates are set forth in Appendixes "A" through "D" inclusive, which are attached hereto and made a part hereof.

- b) Effective upon ratification, a bonus payment of three hundred (\$300.00) dollars per year, for each full year on the JMD/ECDOH/CENTRAL POLICE SERVICES payroll (2005-2011), shall be distributed to bargaining unit members.

SECTION 17.3: Trainee Rate - New employees who are hired in all job titles (Note: Non-Sworn Personnel effective 5-24-01) shall be hired at a Trainee rate which shall be 6% less than the Step One Salary of a regular salary range. Upon reaching the first eligibility date for an increment the employee shall be raised to the first step of the salary range.

SECTION 17.4: Pay Period - The salaries and wages of employees shall be paid on the same day every other week and if the pay day is a holiday the preceding day shall be the pay day.

SECTION 17.5: Shift Differential -

- a) Shift differential shall be as follows:

\$.85 - 3:00pm to 11:00pm shift
\$.85 - 11:00pm to 7:00am shift

- b) During overtime situations the payment of shift differential shall be paid at the rate stipulated in (a) above.

SECTION 17.6: Longevity Payments –

- a) An employee shall be eligible for the first longevity increment after completing a total of nine (9) years of continuous service with the County and a minimum of five (5) years actual service at the maximum increment step of the job group. The above formula shall be increased by one (1) year to include the training steps for purposes of "completing a total" for sworn personnel effective 1-1-96 and for non-sworn personnel effective 5-24-01.

- b) All employees receiving the first longevity increment and who serve an additional period for four (4) years actual service in the same job group will receive a second longevity increment.
- c) Again, on the completion of another four (4) years of actual service, in the same job group, the employee will receive a third longevity increment.
- d) Again, on the completion of another four (4) years of actual service, in the same job group, the employee will receive a fourth longevity increment.
- e) Effective January 1, 2000, the County shall create a fifth longevity step (Step E). Any employee who has been on the fourth longevity step for three years or more shall be moved to the fifth step. Any employee who has been on the fourth longevity step less than three years will move to the fifth step after three years on longevity step four.
- f) In computing longevity increment eligibility, when appointments are made on January 1, or July 1, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.
- g) Because of the payroll procedures that enable the County to have a regular pay day throughout the year, the increment eligibility period and payroll periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1, or July 1 falls.
- h) Effective January 1, 2001, the four (4) year reference in paragraphs b, c and d above shall be changed to three (3) years.
- i) Step/Increment increases shall be frozen at the expiration of this contract until a successor agreement has been ratified. Upon ratification of a successor agreement, all affected employees will be placed on the appropriate step/increment with no loss of seniority.

SECTION 17.7: Line Up Time -

- a) All bargaining unit employees are required to report for work fifteen minutes prior to the commencement of their tours of duty. Employees who do so report shall receive time and one-half their regular hourly rate for such time. It is understood that in no event shall such lineup time be considered in any way as overtime or be included as hours worked for the purposes of computing overtime eligibility.
- b) Employees in the following titles shall be entitled to a one-half hour lineup pay under the conditions listed in paragraph one above:

- Captain
- Lieutenant (including technical)
- Sergeant (including technical)

SECTION 17.8: Bonus For Field Training Officers - A 10% bonus shall be given to the deputy or employee actually providing on the job training to a new recruit or other employee being trained.

ARTICLE 18

IN SERVICE DISABILITY BENEFITS

SECTION 18.1: Any employee of the Sheriff's department not covered by Section 207C who in the performance of their duties incurs a disabling injury caused by an inmate of the Erie County Holding Center shall be eligible to receive up to 60 paid work days should such injury cause a disability which prevents the employees from performing their normal work duties. In the case of medical staff assigned to the Erie County Holding Center, the number of paid work days shall be ninety (90). It is agreed that such paid days will not be deducted from the employee's accumulated sick leave, and it is further agreed that after a cumulative amount of 60 work days has been so used in any calendar year, any further leave granted due to this injury, shall be deducted from accumulated sick leave. It is agreed that any such injury must be certified as compensable under the New York State Workman's Compensation Law.

ARTICLE 19

HEALTH INSURANCE

SECTION 19.1: Current employees, and employees who retire after the effective period of the collective bargaining agreement ("future retirees"), shall have a single provider for health insurance. Current employees shall have a choice among three (3) insurance products: the Enhanced Plan, the Core Plan, or the Value Plan (See Appendix "E"). Future retirees (Pre 65) shall have the Core Plan (See Appendix "F"), except as indicated in Section 19.4 (g).

SECTION 19.2: Prescription Coverage - The Employer shall provide each employee with a prescription plan applicable to the coverage provided for in Section 19.1 above.

SECTION 19.3: Dental Coverage - The Employer shall provide the GHI Preferred Dental Plan with 100% orthodonture and 100% prosthetics coverage for each employee covered under this contract in accordance with the type of coverage (single or family) desired by the employee. The employer shall pay the full cost of single coverage and 90% of the cost of family coverage. Any premium cost in this section shall be paid by the employee on a bi-weekly payroll deduction.

SECTION 19.4: Payment for Health Insurance –

a) The following shall be the formula for the payment of Health Insurance.

Effective January 1, 2014 employees hired prior to ratification of this agreement shall pay 10% of the Core Plan premium, capped at \$2,000.

Effective 1/1/2015 – capped at \$2,500

Effective 1/1/2016 – capped at \$3,000

Employees hired after ratification of this agreement shall contribute 10% of the Core Plan premium. Annual contributions shall be capped as above.

Employees hired after ratification of this agreement shall not receive retiree health insurance paid by the employer.

- b) In addition, employees who choose the Enhanced Plan shall pay the difference in the cost between the Core Plan and the Enhanced Plan plus the 10% premium of the Core Plan. The employee will bear the expense, through bi-weekly payroll deductions, of any amount in excess of the employer contribution.
- c) For employees who choose the Value Plan, the employer shall deposit fifty percent (50%) of the difference in the monthly premium cost, single or family, based on the employee's enrollment status, between the Core Plan and the Value Plan in an I.R.S. Section 105-h account. Monies deposited in such account shall roll over year to year. Funds shall remain available for use during active employment, regardless of plan enrollment or waiver and into retirement until expended. Upon termination or in the event of the employee or retiree's death, any unexpended funds shall revert to the County.
- d) Open Enrollment: Employees may select from among the insurance plans, annually, during the open enrollment period. The open enrollment period will take place after the annual rates are received from the insurance provider.
- e) Employee paid health insurance premiums shall be frozen at the amount in effect at expiration of this contract until a successor agreement has been ratified. Upon ratification of a successor agreement, employees shall contribute the appropriate premiums as set by the LMHF.
- f) Effective 1/1/13 employees, who waive insurance coverage, shall be eligible for a monthly stipend as follows:
 - 1) Employees eligible for single coverage shall receive \$150, to be paid in two equal installments of \$75 each.
 - 2) Employees eligible for family coverage shall receive \$300, to be paid in two equal installments of \$150 each.

Note: However, where such employee is or is eligible to be covered by another County employee, no waiver payments shall be due.

- g) Employees and their spouses are required to enroll in Medicare Parts A and B when first eligible, (See Appendix "G").

Pre-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire and do so prior to December 31, 2016, shall have their retiree health insurance paid as follows:

The employer shall pay one hundred percent (100%) of the monthly premium single rate for the Core Plan for eligible employees who retire from the County until age 65. The employer shall pay one hundred percent (100%) of the monthly premium family rate for the Core Plan for families of eligible employees who retire from County service until age 65, upon written proof of family status.

Pre-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire from County service and do so on or after December 31, 2016 shall pay the same percentage for retiree health insurance that they paid as an active employee.

Post-Medicare Retirees: Employees hired prior to ratification of this agreement, with fifteen (15) years of County service, who are eligible to retire and retire prior to December 31, 2016 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and basic out-of-network benefits, when first eligible. Any employee who retires under this agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the non-age 65 member(s). A post-Medicare retiree, and his or her eligible spouse aged 65/Medicare Eligible, may choose from Option A or B (Medicare Advantage HMO plans), or C (Medicare Advantage PPO plan) as referenced on the attached Appendix "G". Both members must select the same option, and the employer will pay one hundred percent (100%) of the monthly premium for the single or double rate for Options A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B or C, and the Option D (Commercial PPO) premium. Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

Post-Medicare Retirees: Employees hired prior to ratification of this agreement with fifteen (15) years of County service, eligible to retire and do so on or after December 31, 2016 shall have their retiree health insurance paid as follows:

Employees and their eligible spouses shall be required to select the designated Medicare Advantage Plan or the equivalent, that includes prescription drug coverage and basic out-of-network benefits, when first eligible. Any employee who retires under this agreement, and his or her eligible spouse (and eligible child/children if applicable) who are under age 65, will be provided with a single or family Core Plan for the non-age 65 member(s) and the employee shall pay the same percentage of the premium as active employees. A post-Medicare retiree and his or her eligible spouse, aged 65/Medicare Eligible, may choose from Option A or B (Medicare Advantage HMO plans), or C (Medicare Advantage PPO plan) as referenced on the attached Appendix "G". Both members must select the same option, and the employee will pay the same percentages as current employees, of the monthly premium for the single or double rate for Options, A, B or C. In addition, a post-Medicare eligible retiree who chooses Option D (Commercial PPO) shall pay the difference in the cost between the highest premium of Option A, B or C, and the Option D (Commercial PPO) premium.

Health care coverage will be provided for the lifetime of the retiree. Family coverage will be provided upon written documentation. All other employer contributions shall be eliminated.

- h) The Union and the County agree that if a High-Deductible health plan is offered by the LMHF, such plan would be offered to employees covered by this agreement
- i) The County will pursue discussions with the LMHF for a blending of the experience pools to establish a blended rate for active and retiree health plan premiums. If blending of the pools is unsuccessful the parties agree to reopen negotiations for resolution of this issue.
- j) The attached health benefit summaries cannot be changed without the approval of the labor-management health insurance panel, the format of which is to be determined by mutual agreement (Appendixes "E through "G").

SECTION 19.5: In the event an employee is disabled from work by accident or illness, the Employer agrees to continue his insurance coverage for the length of his accumulated sick leave, plus ninety (90) days thereafter without any cost to employee.

SECTION 19.6: Notwithstanding the other provisions of this article, the Employer agrees to continue the health insurance coverage of an employee for the amount of his accumulated sick leave, which he may wish to use, plus ninety (90) days thereafter if the employee is unable to report to work by reason of any accident, injury, illness or disease which is found to be compensable by the Worker's Compensation Board. If the employee does not wish to use all or any of his sick leave or if he does not have any sick leave available for use, the ninety (90) period shall commence immediately upon the employee reporting his inability to report to work.

SECTION 19.7: Should a permanent employee, for whom the Employer is providing family health insurance coverage dies, the employee's health insurance shall be continued for the employee's survivors during the month the death occurs and for two calendar months thereafter.

SECTION 19.8: During the health coverage open period, and each open period thereafter, employees who desire to withdraw from any health insurance coverage shall be permitted to do so upon signing a waiver counter signed by the Union and the Commissioner of Personnel. Upon the effective date of such withdrawal, the employee shall receive each month in lieu of coverage, a payment as described in Section 19.4(f) for each calendar month.

SECTION 19.9: The Employer and the Union shall agree upon a waiver form which shall include a clear acceptance of the responsibility of such a withdrawal by the employee and shall also include a release of liability for both the Employer and the Union from any claims arising from such withdrawal.

**HEALTH INSURANCE WAIVER
NO COUNTY PROVIDED HEALTH INSURANCE FOR YOU
OR YOUR FAMILY MEMBERS WILL BE CONTINUED UNDER
THE EFFECTIVE TERMS OF THIS WAIVER**

I hereby for myself, my heirs executors and administrators, waive my rights to County-provided health insurance coverage pursuant to the Collective Bargaining Agreement between the County of Erie and the Sheriff of Erie County and the Teamsters Local #264.

I understand the RISK inherent to electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the County of Erie, the Sheriff of Erie County and the Teamsters Local #264, and their respective representative as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance coverage is in effect, I may not re-enter any County provided insurance plan until the next open period occurs or unless the employee experiences a qualifying event. (See Section 19.4 (d)).

I have read the above waiver and upon my reading, fully understand its content.

EMPLOYEE

DATE

TEAMSTERS LOCAL #264

DATE

ERIE COUNTY COMMISSIONER
OF PERSONNEL

DATE

SECTION 19.10: In addition any employee who withdraws from one of the Employer health insurance plans in accordance with this Section shall be allowed to return to one of those plans during any subsequent open period.

**ARTICLE 20
RETIREMENT PLAN AND DEATH BENEFITS**

SECTION 20.1: All eligible Sheriff Department employees will be covered in the non-contributory pension plan by which they are currently covered.

SECTION 20.2: Should the so called "20 year plan" provided by Section 89(b) of the New York State Retirement and Social Security Law of July 1, 1976 be reopened by the New York State Legislature and the New York State Retirement system, the Sheriff shall recommend any eligible qualified Deputy Sheriff to become a member of such plan and the County of Erie shall provided any funds necessary to enter such eligible and qualified Deputies into such plan.

SECTION 20.3: The County shall commit to the placement of Deputy Sheriffs into the Twenty Year Police and Fireman's Pension, if the State of New York makes this available.

SECTION 20.4: In addition, all employees shall be provided coverage under the New York State Retirement Plan's guaranteed Minimum Death Benefit Section 360-B, that provides in case of death three (3) times the annual salary to a maximum of \$20,000, and will be permitted to credit unused sick leave to accumulated service on retirement up to a maximum of 165 days in accordance with provisions of 341(j) Plan.

SECTION 20.5: Effective May 24, 2001 and for the term of this agreement the County of Erie and the Sheriff of Erie County agree to reopen the contract for purposes of placement of Deputy Sheriffs into a twenty (20) year or twenty-five (25) year retirement plan.

ARTICLE 21

GRIEVANCES AND JUDICIAL REVIEW

SECTION 21.1: General -

- a) It is the intent of this Article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of the terms of this Agreement.
- b) No provision in this Agreement shall be interpreted to require the Union to represent an employee in any stage of the grievance procedure if the Union considers the grievance to be without merit or in contradiction of any law or regulation.

SECTION 21.2: Definitions -

- a) "Employee" shall mean any person employed by the Sheriff of Erie County and described in the bargaining unit in Schedule "A" of this Agreement.
- b) "Grievance" shall mean "any disputed matter" pertaining to conditions of employment, violation or misinterpretation of this Agreement.
- c) "Division" shall mean any Division of the Sheriff's Department of Erie County having employees within the bargaining unit as described in Schedule "A".
- d) "Immediate Supervisor" shall mean the employee or officer of the next higher level of authority who normally assigns and supervises the employee's work and approves his time record or evaluates his work performances. The Sheriff may designate by name the immediate supervisor in a particular Division if he chooses.
- e) "Day" refers to calendar days and not work days.
- f) "Work Day" shall mean all days other than Saturdays, Sundays, and legal holidays.
- g) "Division Head" shall mean the person so designated by the Sheriff as the head of the Division as previously defined in subdivision (c) above.

SECTION 21.3: Matter Relevant To Grievance Procedures -

- a) The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the Union to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will entitle the Union to proceed to the next step of the grievance procedure.
- b) Any step of the grievance procedure may be by-passed by mutual agreement, in writing.
- c) In the case of a group policy, or organization type grievance, the grievance may be submitted directly to the Division Head.

SECTION 21.4: Union Stewards - Employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of employees selected as stewards and the names of other Union Officers and Representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

SECTION 21.5: Processing Grievance During Working Hours - The Union Stewards as mentioned in Section 21.4 above and authorized Union Officers may, for reasonable periods of time, investigate and process grievances during their regular working hours without loss of pay. Such employees must request permission from their Division Head prior to leaving their job assignment. If the Division Head is unavailable, permission may be granted by the next highest in command. Permission to leave job assignments for the above reasons and purposes shall not be unreasonably withheld.

SECTION 21.6: Labor Management Committee -Conferences between representatives of the co-employers and at least three (3) representatives of the Union on important matters which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties, may be held upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

SECTION 21.7: Rights of the Parties - Any party shall have access upon request to any written statements or records which shall be presented as evidence by the other party at any hearing provided by this Agreement in advance of said hearing. In the event sufficient time does not exist for any party to review such evidence, the hearing shall be adjourned to a later date at the request of either party.

SECTION 21.8: Grievance Procedure -

STEP 1:

The Union Business Agent or his designee with or without the aggrieved employee shall present a grievance in writing on a grievance form provided by the Union, setting forth the time, place and date of the alleged grievance to the Sheriff or his designee. Facts of the grievance shall include the particular section of the contract or the department rules, regulations and procedures involved and the remedy sought by the employee. The grievance must be presented within 15 calendar days of the occurrence of the grievance, or within 15 calendar days of the date on which the employee first knew of such act or omission. The Sheriff or his designee must hold an informal hearing within 10 calendar days from the date the grievance was first presented to the Employer. He shall render a written decision within 5 days after the informal hearing. If the grievance is not satisfactorily resolved at Step 1, the Union may appeal within 10 days to Step 2.

STEP 2:

In the event the grievance has not been satisfactorily resolved in Step 1, an appeal may be taken by the Union within 10 calendar days of the mailing of the Step 1 decision. The Union may appeal the decision to the County Labor Relations Director. The County Labor Relations Director or his designee and the Sheriff or his designee shall meet with the Union within 10 calendar days of the mailing of such appeal. A formal hearing will be held and a written decision will be issued within 10 calendar days from the date of the hearing.

STEP 3:

- a) In the event the grievance has not been satisfactorily resolved at Step 2, a request for arbitration may be brought only by the Union, through the Business Agent of Local #264 or his designee, within 10 calendar days from the day the Union received the Step 2 decision. Notice of appeal to arbitration shall be served by registered or certified mail to the Director of Labor Relations for the County of Erie, with copies to the Sheriff and the County Attorney.
- b) The Arbitrator shall be selected as follows: A panel of permanent Arbitrators is hereby established in the following order:
 1. Jim McDonnell
 2. Howard Foster
 3. Stuart Pohl
 4. Ronald Kowalski
 5. Michael Lewandowski
 6. Dennis Campagna
 7. Robert Rabin
 8. Robert Ahern
 9. Jeffrey Selchick
 - 10.
- c) Either party will have the right to propose additional names which names will be added once the other party has agreed to said inclusion in writing. Whenever possible, additions will be given an opportunity to arbitrate at least one case on a probationary basis.
- d) Any individual name will be removed from the list at the request, in writing, of either party.

- e) Assignment to arbitrations will be on a rotating basis. The procedure can be changed if both parties agree to the selection of a particular Arbitrator for a particular grievance.
- f) Either party may modify or eliminate this procedure by ten (10) days written notice to the other party. However, this agreement will continue in full force and effect until it is replaced by another procedure agreed to by the parties and reduced to in writing.
- g) The Arbitrator shall hold a hearing as soon as it is practical at a time and place convenient to the parties. The Arbitrator shall have no power to add to, subtract from or modify the provisions of this agreement on arriving at a decision of the issue presented. The decision or award of the Arbitrator shall be final and binding on both parties. All fees and expenses of the Arbitrator shall be divided equally between the parties except that each party shall bear the cost of preparing and presenting its own case. Either party wishing a transcript at an arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party.
- h) Representation: The Employer shall recognize the following grievance representative at each step of the grievance procedure and shall release such representatives from normal duties to process grievances providing that such absence from work will not interfere with proper conduct of governmental functions.

Step #1 - Union Business Agent or his designee and the grievant.

Step #2 - Union Business Agent or his designee and Chief Steward.

Step #3 - Union Business Agent or his designee, Chief Steward, Chairman of the Grievance Committee, and the Grievant.

- i) Local #264 Staff Representative and International Representative may be present at each step of the grievance procedure.

ARTICLE 22 - DISCIPLINE AND DISCHARGE

SECTION 22.1: Investigations and/or Interrogations -

- a) Every effort shall be made to conduct interrogations during an employee's hours of work or at a time in reasonable proximity to the beginning or end of an employee's shift.
- b) An employee who remains on duty for the purpose of attending an interrogation shall be compensated at the rate of time and one-half for all hours spent.
- c) A Business Agent and/or Chief Steward shall be advised that an employee is to be questioned regarding an employment matter. The employee shall be given an opportunity to meet with a Business Agent and/or Chief Steward prior to the interrogation and, if the employee chooses, a Business Agent and/or Chief Steward shall be in attendance during all questioning. It is expressly understood, however, that the Business Agent and/or Chief Steward shall be in attendance as an **observer** only. The employee may request and shall be granted one five minute recess during the interrogation, and at that time may, if he so requests meet in private with the Business Agent and/or Chief Steward.

- d) If a written record of the interrogation is prepared, a copy shall be provided to the individual.
- e) At the conclusion of the interrogation, the employee shall have the right to make an oral or written presentation for the record.
- f) This section shall not apply to those investigations, which could lead to criminal charges being brought against an employee.

SECTION 22.2:

- a) The only procedure for taking disciplinary action against any employee that is covered by this Agreement shall be set forth in the following sections.
- b) Discipline shall be imposed only for just cause. Where the Sheriff or his designee imposes a loss of leave credits, written reprimand, fine, suspension without pay, demotion in rank or dismissal from service, a notice of such discipline shall be made in writing served personally or by registered or certified mail upon the employee. Such notice shall contain the reasons for such discipline and the penalty imposed. Letters of counseling are not considered discipline, but copies should be sent to the Union.
- c) In discipline involving infractions alleging criminal conduct, there shall be no limitations in the amount of suspension without pay prior to the case being litigated under the grievance procedure. Under the penal law, Article 10, Section 6, a crime is defined as a misdemeanor or felony.

In discipline not involving allegations of criminal conduct, the amount of suspension, without pay, prior to the case being litigated under the grievance procedure shall be up to a maximum of thirty (30) days. Delays caused by the suspended employee may extend the suspension period without pay.

- d) The notice of discipline may be the subject of a disciplinary grievance, which shall be served upon the Sheriff or his designee in person or by registered mail within 10 calendar days of the date of the notice of discipline to the employee or the Union. The employee and the Union shall be entitled to a meeting to present their position to the Sheriff or his designee and the County Labor Relations Director or his designee within 10 calendar days of the receipt of the disciplinary grievance, and a written decision shall be issued within 10 calendar days of the hearing.
- e) In the event the disciplinary grievance has not been satisfactorily resolved at the previous step, a request for Arbitration may be brought only by the Union, through the Business Agent of Local #264 or his designee within 10 calendar days from the date the Union receives the decision in (c) above.
- f) Notice of appeal to arbitration shall be served as required under Article 21, Section 21.8, Step 3 of this Agreement.
- g) A disciplinary Arbitrator shall confine himself to determination of guilt or innocence and the appropriateness of proposed penalties. Disciplinary Arbitrators shall neither add, subtract from nor modify the provisions of this Agreement. The decision or award of the Arbitrator shall be final and binding on both parties.

- h) An employee shall not be disciplined for acts which occurred more than two (2) years prior to the imposition of the discipline. This section shall not apply to actions which result in criminal charges.
- i) Change of shift, work schedule, job transfer or work reassignment shall not be made for the purpose of imposing discipline. Nothing in this paragraph shall bar any other action taken pursuant to this Article.
- j) Representation - The Employer shall recognize the following grievance representative at each step of the procedure herein and shall release such representatives from normal duties to process grievances providing that such absence from work will not interfere with proper conduct of governmental function: Union Business Agent, Chief Steward, Chairman of the Grievance Committee and the Grievant.
- k) All fees and expenses of the Arbitration, if any, shall be divided equally between the Employer and the Union or the employee if not represented by the Union. Each party shall bear the costs of preparing and presenting its own case. Either party wishing a transcript at the Arbitration hearing may provide for one at its expense and shall provide a copy to the Arbitrator and the other party.
- l) A Local #264 staff representative may be present at each step of the grievance procedure.

ARTICLE 23 - GENERAL PROVISIONS

SECTION 23.1: Pledge Against Discrimination and Coercion -

- a) All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- b) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

SECTION 23.2: Union Activities On Employer's Time and Premises -

- a) The Employer agrees that during working hours and for reasonable periods of time on the Employer's premises and without loss of pay, not more than seven (7) employees designated as Chief Stewards whose names are submitted to the Sheriff in writing by the Union, shall be allowed to engage in the following activities when necessary after obtaining permission from the appropriate Division Head:
 - 1. post Union notices
 - 2. distribute Union literature
 - 3. transmit communications authorized by the Local Union or its officers to the Employer or his representative
 - 4. consult with the Employer, his representatives, Local Union Officers, or other non-employed Union representatives concerning the enforcement of any provisions of this Agreement

SECTION 23.3: Contract Negotiations - The Employer will give time off with no loss of pay for seven (7) members of the Local Union Contract Negotiating Team to participate in contract negotiations.

SECTION 23.4:

a) Uniform Allowance:

1. All employees who are normally required to wear uniforms, excluding Kitchen Personnel, but including the Internal Affairs Personnel, Civil Division Personnel, and those Deputies on recognized managerial assignments will be granted an annual allowance each year of the Agreement, which the sum of \$750.00 shall be paid to each employee during the first pay period in November of each year.
2. Effective 1-1-01, a \$250.00 voucher to be added to current allowance, to include Kitchen Personnel in voucher only, when the current allowance check is issued. It is understood that if the Sheriff decides to change the hats, such change will be paid for by the uniform allowance voucher.

b) Uniform allowance shall be paid as follows:

1. All eligible employees of the Sheriff's Department who are on the active payroll, paid leave status or on an approved leave without pay on November 1 of each year, shall be paid a uniform allowance on the first pay day of November.
2. For each months service in the year preceding the applicable November 1 date in (1) above, each Employee shall receive a pro rata credit (1/12) of such uniform allowance. A months service shall be credited for any month in which the Employee was on active duty for one eight hour day or more. If any employee was not on duty for at least one eight hour day such employee shall not receive the (1/12) pro rata credit for that month.
3. It is agreed and understood that this will be a lump sum payment earned on each November 1 and paid no later than each November 15. Employees who are terminated with just cause, voluntarily terminate employment or are retired during the year, do so with the understanding and agreement that they shall not receive the uniform allowance, nor any part thereof, if they terminate prior to the November 1 eligibility date above.
4. To be perfectly clear, if an employee is terminated or retired such employee loses all credits for the uniform allowance for that year, however, if an employee is on leave without pay on November 1, such employee shall be eligible for a pro rata allowance calculated as indicated above. Uniform allowance shall be paid only once each year between November 1 and November 15.
5. It is agreed and understood that this Agreement shall not delete nor add to those Sheriff Department employees who are currently eligible for uniform allowance.
6. The employers agree to negotiate the impact of any major uniform changes.

SECTION 23.5: Badges - Upon retirement, a Deputy Sheriff who has fifteen (15) years of service in the Erie County Sheriff's Department will be allowed to keep his badge on his date of retirement.

SECTION 23.6: Temporary Employees -

- a) Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.
- b) Temporary employees shall receive the entrance level grade of pay in the classification involved.

SECTION 23.7: Sanitary Facilities - The Employer agrees to keep in good working order all existing sanitary facilities under his control.

SECTION 23.8: Car Allowance - Civil Deputies shall receive a mileage allowance paid in accordance with the regulations of the Civil Practice Law and Rules, Section 8012. At present this reimbursement is set at twenty-three cents per mile, and is to be paid as such effective January 1, 1988. The County's policy on mileage reimbursement will be maintained in all other cases.

SECTION 23.9: Printing of Contract - The County will pay for the cost of the Agreements it requests, if any, from the Union.

SECTION 23.10: Polygraph Test - The Employer may not require any employee to take a polygraph test against their will.

SECTION 23.11: Legal Counsel - The Employer will provide counsel for the defense of any employee against whom a civil complaint (only) is filed or sued for alleged false arrest or abusive power in the line of duty at no charge to the employee, it being understood that any employee who is charged with a criminal offense must employ his own Counsel as he so desires in such criminal action.

SECTION 23.12: Personnel Records -

- a) An employee shall, within five working days of a written request to the Sheriff, have an opportunity to review his official personnel folder in the presence of a Union Representative (if requested by the employee) and an appropriate official of the Sheriff's Department. He shall be allowed to place in such file a response of reasonable length to anything contained therein, which such employee deems to be adverse.
- b) The official personnel history folder shall contain all memoranda or documents relating to such employee which contain criticism, commendation, appraisal or rating of such employee's performance on his job. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in his official personnel history folder. An employee may, at any time, request and be provided, copies of all documents and notation in his official personnel folder. Copies of entries in personnel file shall be provided, free of charge, once during the employment period. All additional copies shall be at the employee's expense.

- c) Any material in the official personnel history folder of an adverse nature over eighteen months (18) old shall not be referred to in disciplinary proceedings.

SECTION 23.13: Safety Standards --

The Employer and the Union agree to establish a Labor/Management committee as the sole means to establish policy and procedures for the purpose of operation of the holding center, the dealing with the issues of the unit personnel and the handling of contagious diseases, for safety, and for health issues.

Such committee shall be composed of six (6) members, three (3) selected by the Sheriff of his designee, and three (3) selected by the Union. The parties shall notify each other of their selection. Such selection shall be made by _____, whereupon the first meeting shall take place on _____ and shall meet on every last Thursday of every month. The committee members shall agree on a time and place for the meetings. Three (3) members shall constitute a quorum.

Before being agreed to by consensus or submitted to a vote, all proposed policies and procedures shall be in written form. Proposed policies and procedures may be submitted by any member of the committee for consideration by the entire committee.

After discussion of the proposed policy and procedure and any amendments thereto, the parties shall endeavor to reach consensus. If they are unable to reach consensus, it shall be put to a vote. If approved (by consensus or by vote), the policy and procedure shall become part of the Sheriff's Policy and Procedure Manual, and shall be subject to the parties' grievance and arbitration machinery contained in Section 21 of the cba.

Any and all policies and procedures shall not be in contradiction with any article of the current collective bargaining agreement.

Any and all policies and procedures shall not be in contradiction with any provisions of the United States Department of Justice "consent decree" or United States Department of Justice "stipulated order of dismissal" or any requirements mandated by the New York State Commission of Correction.

SECTION 23.14: K9 Deputy Erie County Holding Center --

The Deputy or Deputies that are assigned with handling dogs belonging to and/or utilized by the Erie County Sheriff's Office shall be compensated as follows:

- a) The Deputy Handler shall be compensated at the rate of ten dollars (\$10.00) per day for seven (7) days a week to be paid out of the asset forfeiture fund.
- b) The Erie County Sheriff's Office shall continue to be responsible for the food and medical care needed by the animal.

ARTICLE 24 - INDEMNIFICATION

SECTION 24.1:

- a) The defense of any legal action against any employee in the office of the Sheriff resulting from his act or omission done or made in good faith in the performance of an official duty shall be the responsibility of the County Attorney, and any monetary damages to the employee resulting from such legal action, except for damages resulting from malfeasance, misfeasance or non-feasance in the service or execution of civil process, shall be deemed to be the responsibility of the County provided that such employee shall within three (3) days, (Monday through Friday) of the time he is served with any notice, summons, complaint, process or demand, deliver the original to the County Attorney.
- b) This provision shall not make the County responsible for the acts of the Sheriff thereof, nor relieve the Sheriff from any liability to which he is lawfully subject.

SECTION 24.2: If required for any employee covered in this bargaining unit the County shall maintain, at no cost to the employee, a policy of liability insurance including coverage against damages resulting from such employee malfeasance, misfeasance, or non-feasance in the service or execution of civil process.

ARTICLE 25 - SAVINGS CLAUSE

SECTION 25.1: Should any Article, Section or portion thereof, of this Agreement to be held unlawful and unenforceable by a court of competent jurisdiction such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision and upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalid Article, Section or portion thereof.

ARTICLE 26 - EMERGENCY SITUATIONS

SECTION 26.1: In the event of any emergency as determined by the Sheriff, any of the following Articles may be suspended by the Sheriff for the duration of the emergency:

- Article 9 - Hours of Work
- Article 10 - Reporting Time
- Article 11 - Work Force Changes
- Article 12 - Holidays
- Article 13 - Vacations
- Article 14 - Paid Leaves

ARTICLE 27 - PHYSICAL FITNESS

SECTION 27.1: Agreement in Principle -

- a) The Sheriff and the Union agree that being physically fit enables officers to extend their lives, handle stress better, reduce job related injuries and, in general better perform their duties. Therefore, the parties agree that a physical fitness program may be established. The Sheriff and the Union agree to establish a joint committee to specify and establish said physical fitness testing program. The above named committee shall meet to discuss such details as administration, testing, exemptions, discipline, etc., and such meeting shall not be considered as negotiations, but shall be considered as Union Management meetings. The physical fitness standards that may ultimately be established shall specify a minimum standard of physical fitness as well as a higher standard of fitness which officers can attain on a voluntary basis. Officers achieving the higher standard of fitness shall be awarded an appropriate service ribbon evidencing such achievement. Further, the physical fitness testing program shall be incremental by age groups and will recognize that some employees were not required to pass a physical agility test during the initial employment process.
- b) This package to include complete listing of bargaining unit classifications (Schedule "A").

ARTICLE 28 - DRUG TESTING

SECTION 28.1: Preconditions to Drug Testing -

- a) All sworn personnel and nurses in the bargaining unit must be provided information on what drugs or substances are prohibited, prior to the implementation of this policy.
- b) Any drug testing policy which is applied to the members of the bargaining unit will be applied to all sworn personnel and nurses.
- c) The County of Erie and the Sheriff of Erie County will select the MRO.
- d) Random drug testing shall be performed only as noted herein.
- e) The following drug testing methodology shall be used for any drug test performed on sworn personnel and nurses:
 - 1. "Initial Test" the initial test shall use an immunoassay (EMIT) test as a screening test to rule out the presence of a controlled substance or its metabolite. Those samples which test positive shall be subject to confirmatory testing as described below.
 - 2. "Confirmatory Testing" all specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry ("GC/MS") technique. Testing shall be conducted by a laboratory with a National Institute on Drug Abuse ("NIDA") certification. All confirmed test results shall be referred to a medical review officer ("MRO"), described below. If at any time there exists a test with a higher rate of reliability than the GC/MS test, as determined by the U.S. Dept. of Health and Human Services ("HHS"), such test shall be used in place of the GC/MS test if requested by the Sheriff of Erie County.

3. "Cutoff Levels" the cutoff levels utilized by the U.S. Department of Health and Human Services (U.S.H.H.S.) shall be utilized for initial and confirmatory testing. Tested levels which fall below these cutoff levels shall be considered negative results.

SECTION 28.2: Definitions -

- a) "Test" refers to an on duty drug test.
- b) "Urine Test" a urine sample submitted to a laboratory for testing.
- c) "Collection Site" a place designated by the Employer where employees present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- d) "Medical Review Officer" (MRO) a licensed physician responsible for receiving laboratory results generated by the Employer's testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical explanation, at or above the cutoff level assigned to that substance as reviewed by the M.R.O.
- e) "Positive Test Result" a test result that shows evidence of a drug, drug metabolite, in a person's system, without a valid medical explanation, at or above the cutoff level assigned to that substance as reviewed by the M.R.O.
- f) "Rehabilitation" treatment of a drug abuse problem, including counseling and monitoring from providers.
- g) "Treatment" a therapeutic residential or outpatient program for employees with drug abuse problems.
- h) "Immediate Discharge or Immediate Discharge Without Recourse" implies no review through the grievance/arbitration procedure of the collective bargaining agreement between the Union and the Employer.
- i) "Employee" the term employee, when used in Article 29 of this agreement, shall mean sworn personnel and nurses.

SECTION 28.3: Prohibited Substances - The Department may test for the presence of any of the following substances: marijuana, cocaine, opiates (ie: heroin, morphine), amphetamines and phencyclidine (PCP).

SECTION 28.4: Individuals Subject to Drug Testing and Testing Circumstances -

- a) All sworn personnel and nurses may be subject to drug testing. The following may be subjected to random urinalysis tests at any time, but not more than twice in any calendar year (January 1 - December 31).
 1. All sworn personnel in the title Deputy Sheriff Officer.
 2. All sworn personnel assigned to Civil Process Division.
 3. All nurses assigned to the Erie County Holding Center.

4. Promotional sworn personnel and nurses on a one time basis during probationary period (then covered under Article 29 of the Collective Bargaining Agreement).
 5. Newly hired sworn personnel and nurses during the probationary period (then covered under Article 29 of the Collective Bargaining Agreement).
- b) The selection of any employee for random testing shall not prevent any other or further testing for that employee as provided in this policy.
 - c) For random testing, an employee's name shall be withdrawn from the pool for any of the following reasons: L.D.I., leave approved prior to a notice of testing, hospitalization, layoff, vacation, approved personal leave, or any other absence.
 - d) Other Testing Circumstances:
 1. "Post Accident" sworn personnel shall be tested when the Sheriff, his designee, commanding officer, or department head has reasonable suspicion that drugs were involved in the accident in the use of the Employer's vehicle.
 2. "Post-Rehabilitative/Follow-Up" employees who are returned to work following participation in a drug rehabilitation program shall be required, at the Employer's option, to submit to "return to work" and "follow-up" drug tests to ensure that they remain substance free for a period of 2 years.
 - e) "Positive Test Results" unless otherwise noted in this policy, a final positive test result in immediate discharge.
 - f) "Reasonable Suspicion" an employee may be tested where there exists a reasonable suspicion that the employee is under the influence of drugs as defined under the provisions of this policy. The term "reasonable suspicion" shall, for the purposes of this program, be defined as observed aberrant unusual on-duty behavior not immediately explained by causes other than that of drug use and/or the physical manifestations of drug use (e.g. drug paraphernalia, observed possession of drugs, etc.). A test may be conducted when:
 1. Observed by the employee's immediate supervisor or higher ranking officer and confirmed by the observation of another officer or supervisor. Such observations must be documented.
 2. The type of behavior observed and documented is a recognized and accepted symptom of intoxication, impairment or use of drugs.

These signs may include, but are not limited to:

- difficulty in maintaining balance
- slurred speech
- abnormal or erratic behavior
- apparent inability to perform assigned duties in a safe and satisfactory manner

Employees who are directed to submit to reasonable cause testing shall be relieved from all duties and placed on administrative leave of absence with pay, pending the receipt of test results and the completion of any investigation conducted by the Employer.

A positive reasonable suspicion testing will result in immediate discharge.

SECTION 28.5: Testing and Test Results -

a) "Drug Testing Procedures" the following procedure shall be used whenever an employee is required to give a urine sample:

1. A urine sample will be taken of the employee. The collection shall be done in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
2. Immediately after the sample has been given, it will be divided into two (2) equal parts, provided at least 60ml has been provided. Each of the two (2) portions of the sample will be separately sealed, labeled and stored in a secure and refrigerated atmosphere. Both (2) of the samples will be sent or delivered to a testing laboratory.
3. In each instance of a drug test, a chain of custody procedure will be followed. This procedure is used to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.
4. A chain of custody form will be used from the time of collection to receipt by the testing laboratory/laboratories. Upon receipt by the laboratory/laboratories, an appropriate laboratory chain of custody form accounting for the sample within the laboratory shall be used.
5. A tamperproof sealing system designed in the manner such that the specimen bottle will be sealed against undetected opening and the bottle can be identified utilizing an identification number identical to that appearing on the urine custody and control form. Space shall be provided to initial the bottle, thereby affirming its identity.
6. Should the employee be unable to pass the required amount of urine, he/she shall remain at the collection center and follow all directives given by the collection site person until such time as 60ml or more of urine has been passed. Should the employee be unable to pass at least 60ml of urine during his/her shift, he/she shall be referred to the Employer's designated physician who shall determine if such inability was purposefully done or medically unavoidable. If medically unavoidable, the employee shall be eligible for retesting at any time designated by the Employer during a twelve month period.

b) "Report and Review by MRO" all confirmed positive drug test results shall be referred to an MRO who shall perform the following tasks:

1. Review the chain of custody documents and test results for completeness and accuracy.
2. Give the employee an opportunity to discuss the results.

3. If there appears to be no medical reason for the positive test result which is acceptable to the MRO, the test shall be verified as positive and the same reported to the Sheriff and/or his designee.
 4. Should the employee provide a medically acceptable explanation to the MRO, the MRO shall report the test as negative to the collection clinic, which in turn shall report same to the Sheriff and/or his designee.
- c) "Retest Procedures Following Positive Drug Test Results" if the confirmatory test and medical review is positive for the presence of an illegal drug, the employee will be so notified and the employee and the union will be provided with copies of all documents pertinent to the test sent to or from the employer by the laboratory. The second untested sample, which has been retained by the laboratory, shall be submitted by the employer to a different testing laboratory using the testing procedure noted herein. The employee, the union and the employer will be given a copy of the results. Should the second result be positive, the employee and the union waive any right to challenge the integrity of the chain of custody or the testing protocol for either sample.
 - d) "Specimen Integrity and Employee Conduct" specimen collection will occur in a clinical setting and under strict procedures so as to avoid specimen tampering. Careful chain of custody procedures shall be followed at all times. Any attempt to hinder collection procedures or to adulterate or substitute a urine sample will result in disqualification of an applicant and disciplinary charges against the employee and a re-test.
 - e) "Negative Reasonable Suspicion Test Results" the union shall be immediately provided a complete listing of all of its members who are tested either for the random or reasonable suspicion test. The union may thereafter review any negative reasonable suspicion testing. Such review shall be through the contract's grievance and arbitration mechanism. Each such question should be initiated by the union directly at Step 3. Should an arbitrator ultimately determine that there was bad faith on the part of the supervising officer who initiated the reasonable suspicion test, or that he/she otherwise acted in an arbitrary or capricious manner, the arbitrator may award the employee involved up to one day's pay at his/her regular straight time rate, and any other penalty deemed appropriate by the arbitrator.
 - f) "Positive Test Results Procedures" for the purposes of this policy, unless otherwise stated, an employee may not be terminated or otherwise subjected to any disciplinary action for prohibited drug usage until the re-testing procedures are completed as defined in Section 28.5 (c) of this procedure and said test is deemed a positive test by the MRO.
 - g) "Refusal to Submit to Test" employees who fail or refuse to immediately appear for testing as directed shall be subject to the discipline procedures of the collective bargaining agreement. Such a failure to submit to a test will result in the suspension of the employee and thereafter he/she will be required to submit to a test within 24 hours of the original test request. A further failure to submit to this second test will result in discharge under the provisions of this policy.
 - h) "Employee Rights" employees shall have a right to refuse a random test above and beyond the requirements set forth in this agreement.

SECTION 28.6: Employee Assistance and Rehabilitation -

- a) "Employee Assistance" the employer with the cooperation of the union, shall promptly utilize the Employee Assistance Program (EAP) to:
 - 1. Educate employees about the dangers of substance abuse.
 - 2. Provide a resource for treatment of alcohol and drug abuse problems.
 - 3. Assist employees with a number of other services unrelated to substance abuse designed to aid in the identification, intervention and resolution of personal problems (ie: family, marital, financial, etc.) which negatively impact on the employee's employment with the Erie County Sheriff's Department.
 - 4. Provide initial counseling, problem identification, short-term counseling, referral if necessary, to a professional agency or person who can assist the employee to resolve his/her problem, and to offer follow-up support and monitoring.
- b) The services of the EAP shall be free to any employee. The costs of any professional help to which the employee or immediate family member is referred, beyond the services of the EAP and what may be covered by the employee's health insurance program, shall be the responsibility of the employee.
- c) Use of the EAP services or any further professional help by an employee shall not preclude discipline for incompetence, misconduct or unsatisfactory job performance. Any discipline imposed shall be pursued in accordance with applicable provisions of the collective bargaining agreement.
- d) "Confidentiality" use of the EAP services or further professional help shall be confidential except when confidentiality is waived by the employee as discussed below. EAP records shall be maintained separately by the EAP coordinator, and shall not be included in personnel files. The EAP shall provide the employer's EAP coordinator with statistical data only regarding the use of the program by the employer's employees and members of their immediate families. In this regard, there shall be no names or reference of any type whatsoever that would enable any Department official to identify any subject of the EAP program.
- e) "Terms Pending Drug Rehabilitation" while undergoing treatment in the Erie County Sheriff's Department's approved program, the employee:
 - 1. Shall be relieved of duty, utilizing whatever leave time may be available in accordance with the collective bargaining agreement and/or the federal law. The employee shall be required to utilize all paid leave credits (ie: vacation, personal, and comp) before utilizing paid sick leave.
 - 2. "Return to Light Duty Following Rehabilitation" employees may be returned to "light duty" (contingent upon the availability of such an assignment) when:
 - a) They have successfully completed the required in/outpatient rehabilitation program, and

- b) They have obtained a full release from the designated EAP counselor/physician, and
- c) They continue the recommended/prescribed rehabilitation program as determined by the EAP.
- While on such light duty, the employee may be subject to regular and frequent urinalysis drug testing.

3. Return to Full Duty:

- a) The employee may not return to full duty until he/she has satisfactorily completed Employer's approved drug/substance abuse program and obtained a negative drug urinalysis test result, and gained written clearance from the Employer's designated physician.
- b) Should the employee be returned to full duty status, he/she shall be placed in the selection pool for a period of twenty-four (24) months.

SECTION 28.7: Amnesty Rehabilitation Program -

- a) "Treatment/Rehabilitation Encouraged" members of the Teamsters Bargaining Unit who have a drug abuse or addiction problem are hereby encouraged to seek treatment and rehabilitation under this Employer/Union EAP program. Participation in this program shall be without fear of any discipline or discharge penalties provided:
 - 1. Entry and participation in such treatment and rehabilitation must occur prior to employee selection for random drug testing or selection for reasonable suspicion or post-accident testing.
 - 2. An employee's refusal to participate in any material aspect of the subject EAP counseling/rehabilitation program or a failure to complete counseling and testing as may be required by the EAP, the referral agency, doctor, or counselor, shall be cause for termination from employment.
 - 3. The employee must sign any and all releases and/or waivers so as to allow the Employer to ensure employee participation in the counseling/rehabilitation program. Information acquired by the Employer shall be viewed by only those in a need-to-know status, and shall be filed separately from the employee's personnel file. In all other respects, the employee's right to confidentiality shall be respected.
 - 4. "Confirmed Positive Test Results" a positive drug test result and the MRO's confirmation of a positive drug test result following entry in and/or completion of any treatment/rehabilitation program shall result in the employee's discharge under the provisions of this policy.
 - 5. "Awareness and Education Program" an awareness and education program will be in effect during the first three (3) months following the effective date of the agreement, and during this three (3) month period no drug testing under the provisions of this policy or until the joint EAP program is in effect shall be conducted.

SECTION 28.8: Part of Employer/Union Contract - This policy shall be considered part of the Employer/Union Collective Bargaining Agreement.

SECTION 28.9: Changes in Medical Coverage by Providers - In the event that any or all the providers of health care benefit insurance modify or change the levels or coverage for drug treatment related medical activities during the life of any collective bargaining agreement, the employees covered under the provisions of this drug testing policy shall have the option to select any other health care insurance plan offered by the Employer without limitation to open enrollment periods.

ARTICLE 29 - TOTAL AGREEMENT

SECTION 29.1: Notwithstanding any Personnel Rules, and Regulations, Local Laws or resolutions, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all personnel rules, regulations, Local Laws, or resolutions and no verbal statements or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

ARTICLE 30 - STATUTORY PROVISIONS

SECTION 30.1: It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

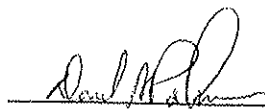
ARTICLE 31 - TERMINATION AND MODIFICATION

SECTION 31.1:

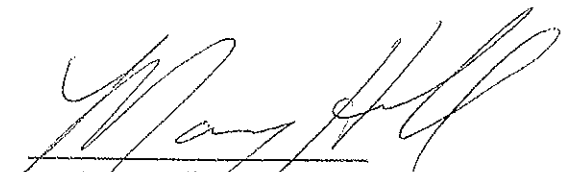
- a) This Agreement shall be effective as of January 1, 2005 and shall remain in full force and effect until the 31st day of December 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.
- b) In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

The parties agree that this tentative agreement is contingent upon release of the Efficiency Grant monies by the ECFCB and approval by the County Legislature.

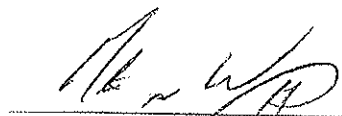
IN WITNESS WHEREOF, the duly sworn authorized representatives of the parties have signed their names below this day of November 26, 2012.



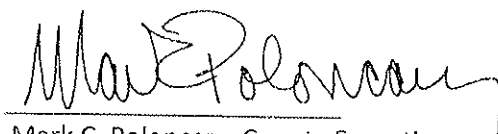
David A. Palmer, Commissioner
Erie County, Labor Relations



Mary Holl, President
Teamsters 264



Mark Wipperman, Undersheriff
Erie County Sheriff's Office



Mark C. Poloncarz, County Executive
County of Erie

APPROVED AS TO FORM

MEMORANDUM OF AGREEMENT

The Sheriff and Teamsters Local #264, shall establish a committee to study the question of upgrades in the Sheriff's Department. The Sheriff shall designate three employees to serve on the committee and Local #264 shall designate three employees to serve on the committee. The committee will forward any recommendations to the County Executive and to the County Legislature for their review.

MEMORANDUM OF AGREEMENT

It is agreed that whenever per diem (part-time) employees are utilized there will not be any regular full-time employees on layoff.

It is agreed by all parties that the practice of using employees commonly referred to as per-diem employees to maintain minimum staffing requirements at the Erie County Holding Center and at the Erie County Holding Center Annex and at any other site location operating under the authority of the Erie County Holding Center, may be continued under the following provisions:

"The Sheriff agrees that in all cases which involve minimum staffing needs for the Erie County Holding Center Operations that regular full-time personnel working on the respective shift will be utilized before calling to duty any part-time personnel. The Union, for its part, recognizes that given time constraints and the lack of available full-time regular personnel to work overtime situations, that it will be necessary, from time to time, to meet these situations by utilizing part-time employees".

The following per diem positions in the Sheriff's Department are exempt from this Agreement:

<u>Number of Per Diem Employees</u>	<u>Department</u>
19 Max	Holding Center Deputy Sheriff Officers working 285 Hours maximum per week with the exception from the period of May 15 through September 15, the 285 hours maximum per week maybe increased to 570 hours maximum per week (subject to mutual agreement on a yearly basis).
2 Max	Holding Center Infirmary working 19 hours per week.
2 Max	Radio Room, title Dispatcher, working 19 hours per week.
5 Max	Administration, Holding Center, each working 19 hours per week.

4 Max	Administration, 10 Delaware, each working 19 hours per week.
2 Max	Administration, Civil, working 19 hours per week.
4 Max	Administration, Police Service, each working 19 hours per week.
1 Max	Administration, Professional Standards, working 19 hours per week.
3 Max	Commissary, each working 19 hours per week.

It is agreed by the parties that any dispute arising out of utilizing per-diem employees shall be subject to the grievance and arbitration procedure.

SCHEDULE "A"
TITLES IN BARGAINING UNIT

SHERIFF - DEPUTIES

ADMIN ASST (HC)
ASST TR INST SH
CAPTAIN
CAPTAIN-OFFICER
COURT ATTD SHR
COURT OFF SHER
DEP SHER OFF 55B
DEP SHER-OFF SPA SPK
DEP SHER OFFICER
DEPUTY SHERIFF CIVIL
LIEUTENANT
LIEUTENANT-OFFICER
PRIN COURT DEPUTY
SECURITY DIR CTS
SERGEANT
SERGEANT CIVIL
SERGEANT OFFICER
TECHNICAL SERG
TRAIN INST (HC)
TRAINING DR (SHER)

SHERIFF - NON DEPUTY

ACCT CLK TYP SHER
ACCT CLK TYP (HC) 55B
ACCT CLK TYP-CIVIL
AMIN ASST SHER
ASST BOOKPR-CIVIL
ASST COOK HOLD CEN
CH ACCT CLK (CIVIL)
CHAPLAIN (RPT)
CLERK STENO (CIVIL)
CLERK STENO (HC)
CLERK STENO (SHER)
CLERK TYP SHER PT
CLERK TYPIST (CIVIL)
CLERK TYPIST (SHER)
CONFID AID SHER
COOK HOLD CEN
COOK MANAGER (HC)
COORDINATOR OF SUBSTANCE ABUSE
DATA ENTRY OPR HC
DISPATCHER SHER 55B
DISPATCHER SHERIFF
DOMESTIC VIOLENCE SPECIALIST
DRUG ABUSE LECT
INMATE ASSIST CLK

**SHERIFF - NON DEPUTY
(CONTINUED)**

KITCH HPR HOLD CEN
LABORER SHERIFF
MAINTENANCE WKR SHER
PAYROLL CLK SHER
PERSONNEL CLK SHER
POL COMP WTR SHER 55
POLIC COMP WTR SH
PRINT CLERK (SHER)
RECEPTIONIST SHER
RECORDS CLERK
RECORDS CLERK (SENIOR)
RECREATION ASST (HC)
SR ACCT CLK (SHER)
SR CLK (SHERIFF) 55B
SR CLK STENO (SHER)
SR MED SEC SHER
SUPV AUTO MECH SH

SHERIFF MEDICAL STAFF

HEAD NURSE HOLD CEN
HOLD CEN MED AIDE
NURSING SUPV - HC
REG NURSE (HC)

SCHEDULE "B"

UNION MEMBERSHIP APPLICATION



APPLICATION AND NOTICE

For Membership in Local Union No. _____

Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)
Street _____ Phone _____
City _____ State _____ Zip Code _____
Employer _____ Employment Date _____
Street _____ Phone _____
City _____ State _____ Zip Code _____
Initiation Fee \$ _____ Paid to _____
Date of Birth _____ Social Security No. _____
Have you ever been a member of a Teamster Local Union? _____
If yes, what Local Union No. _____

DATE OF APPLICATION _____

SIGNATURE OF APPLICANT _____

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT

IBT 45-5

I, _____ hereby authorize my employer to deduct from my
(Print Name)

wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty [60] days, but not more than seventy-five [75] days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

SCHEDULE "C"

COMPTROLLER'S ACCOUNTING PRESCRIPTION (CAP) – CAP 210- 1 TRAVEL OF COUNTY PERSONNEL ON OFFICIAL BUSINESS – REV – 11/08

GENERAL

The Erie County Comptroller, in accordance with paragraph (f) of Section 12.02 of the Erie County Administrative Code, is required to prescribe and issue procedures to all County departments for the accounting of all appropriations, encumbrances, expenditures and revenue. When the policy for a specific function rests with other than the Comptroller, the CAP will reflect both the policy of the responsible department and the Comptroller's accounting prescription. Travel policy for the County of Erie is the responsibility of the Director of Budget and Management. The Commissioner of Labor Relations is responsible for establishment of the local mileage reimbursement rate subject to provisions of the County's collective bargaining agreements. Instructions for all references to document preparation can be obtained from the appropriate HELP screens in the County's financial accounting system or by contacting the Erie County Helpdesk.

COUNTY TRAVEL POLICY AND PRESCRIPTION

Section 1, Long Distance Travel

This policy is general in nature in order to allow the department head discretion in carrying out his/her responsibility for controlling travel expense with regard to:

- Authorizing travel only when necessary.
- Maintaining proper control to see that employees are not in a travel status any longer than assignments require.
- Assuring that the method of transportation utilized is the most expedient and economical.

In addition to existing policies and procedures contained in the Erie County Personnel Policies and Procedures the following general rules have been established governing long distance travel authorization and claims for expense reimbursement:

1. All long distance travel request forms should be approved prior to departure by the Director of Budget and Management, or Chair of the Legislature, or Director of the Buffalo and Erie County Public Library ("Library") or their designee. County organizations must (1) complete and submit a Travel Request (TR) Form BC.001, found on the County's Intranet web site (see attached sample, Page 8), for Budget approval. All Library travel requests will be completed in accordance with the Travel policies and procedures approved by the Library Board of Directors.
2. Estimated travel costs must be encumbered in the County's financial accounting system before any reimbursement of expenses can be made.

3. In the event that an employee is traveling for a specific job related purpose, and there are no costs involved, it is not necessary to file a TR Form BC.001. Instead, the Department Head should document the absence in advance of the trip and send a copy to the Budget Director. See sample memorandum at Page 7.
4. Only the actual and necessary expenses essential to the ordinary comforts of a traveler in the performance of official duties will be reimbursed. A specific statement of the official business for which the expenses were incurred is to be made part of the reimbursement request. Travel shall be by the most direct route possible.
5. Expenditures for laundry, valet service, entertainment, etc., are personal charges and will not be allowed.

Specific guidance relating to expenses commonly incurred when traveling is provided in the following sections.

TRANSPORTATION

Travel by Air/Train. It is the policy of the County of Erie that less than first-class accommodations will be used consistent with the successful accomplishment of official business. The policy is not intended to require the use of coach accommodations where this will require travel at unreasonable hours or result in added direct expense to the County. The order authorizing the travel should stipulate that coach accommodations should be used when available. However, where more costly accommodations are necessary, satisfactory explanation must be submitted with the traveler's expense voucher.

In all cases of travel by air/train, a boarding pass and/or remittance advice shall accompany the traveler's expense voucher.

Taxicab Charges and Related Service. Bus or other public transportation service to and from airports is more economical than taxicabs and should be utilized wherever available. Reasonable charges for taxicabs will be allowed. Receipts must be obtained and reasonable customary tipping will be allowed.

Limitation on the Use of Personally Owned Vehicles. The official use of personally owned vehicles shall be restricted to such cases where it is to the advantage of the County. It is the responsibility of Department Head to prevent incurring additional expense through the use of personally owned vehicles when common carrier service can be used without undue delay in conducting official business.

Mileage. The County uses the mileage allowance rate established by the Internal Revenue Service ("IRS") to reimburse for the use of a personal vehicle for official travel. Pursuant to their respective bargaining agreements all AFSCME, CSEA, NYSNA, Sheriff's Police Benevolent Association ("PBA") and Sheriff's Teamster employees are reimbursed at the rate established by the IRS. Reimbursement for mileage for Managerial/Confidential employees appointed by or subject to the authority of the County Executive will be at the rate established by the Director of Budget and Management. Reimbursement for mileage for Managerial/Confidential employees appointed by or subject to the authority of separately elected County officials or other entities shall be at the rate established by the IRS and outlined in the CSEA contract, or as otherwise indicated by each respective department

head. Mileage to and from the point of departure/return is reimbursable when the primary mode of transportation for the trip is by common carrier.

Parking charges. When an employee is in an official long distance travel status, necessary parking charges will be allowed, including fees for parking automobiles at the point of departure/return. Receipts are required to substantiate these charges.

Thruway, Bridge and Road Tolls. Reimbursement will be allowed for the use of the Thruway, bridges and toll roads. All claims for reimbursement must be supported by receipts obtainable at toll booths or E-Z Pass statements.

Rental Autos. A charge for rental cars will be allowed only when satisfactorily justified in writing by the department head. The appropriate receipts and justification must be submitted with the travel voucher (expense voucher) BC.002 (see attached sample, Pages 10 and 11).

Travel by County Vehicle. Reimbursement is allowed for necessary expenses relating to the operation and maintenance (if required) of the vehicle. County vehicles should be utilized for approved/required long distance travel, ex. Travel to Rochester, Syracuse, Albany, etc. Travel requests submitted to the Division of Budget and Management for approval should reflect travel by County vehicle whenever appropriate. Department Heads should encourage employees to follow these same procedures to reserve a County vehicle for local meetings that require travel outside of their assigned work station. In the event more than one individual is attending the same official function, car-pooling should be utilized. Vehicle reservations are made by completing the *"Use of County Vehicle Authorization Form"* available from the Division of Information and Support Services (DISS) at least one week prior to travel date.

MEALS

The purchase of meals is a necessary expense of an employee while in a long distance travel status. In terms of both necessary and reasonable, reimbursement for meals, excluding alcoholic beverages will be allowed up to a maximum of \$25.00 per day. ALL REQUESTS FOR MEAL REIMBURSEMENT MUST BE SUPPORTED BY RECEIPTS. The maximum daily allowance will be adjusted based on departure and return times, as follows:

Depart work station or home:

After 7:00 a.m. and before 11:30 a.m. – \$20 allowed

After 1:00 p.m. - \$15 allowed

After 6:00 p.m. - \$0 allowed

Return to work station or home:

Before 6:00 a.m. - \$0 allowed

After 8:00 a.m. and before 12 noon - \$5 allowed

After 1:00 p.m. and before 6:00 p.m. - \$10 allowed

After 6:00 p.m. – full daily allowance allowed

In order to determine the maximum meal allowance for days when an employee leaves or returns to Erie County, the time of departure from and the time of return to the individual's place of work or home must be entered on travel voucher.

These rules relating to meal reimbursements are consistent with applicable New York State statutes, and are effective for a long distance travel on and after November 24, 2008.

Note: Remember that receipts are now required for all meals. Reimbursement will be based on actual costs, up to a maximum of \$25.00 a day or increment thereof, based on departure and return times. However, if an employee or officer is attending a conference, school or convention and some or all of the meals are included in the fee paid, the \$25.00 maximum daily allowance will be reduced as follows:

Meals provided:

Breakfast	\$ 5.00
Lunch	\$ 5.00
Dinner	\$15.00

As of this writing, the Division of Budget and Management is evaluating the adoption and use of the United States General Services Administration's published locality-based guidelines for lodging and meal reimbursement.

LODGING

Reimbursement will be allowed for lodging if supported by a paid bill. If the hotel bill is paid by credit card, the credit card charge slip must accompany the hotel bill. (NOTE: Hotels frequently do not mark the bill paid.) Employees in travel status should seek government rates for Lodging, when available. Lodging reimbursement will be based on the established rate for a standard room (i.e., the additional cost for an upgraded room is not reimbursable unless no standard facilities are available).

Lodging within the County of Erie is not an ordinary and necessary expense and will not be reimbursed except under emergency conditions. Exceptions must be supported by written authorization of the department head.

If an employee requires lodging for travel within New York State, a Tax Exemption Certificate should be obtained from their department (Form AC 946). This certificate should be presented to the hotel at the time of check-in so that taxes will not be added to the bill.

NOTE: TAX EXEMPTION CERTIFICATES ARE TO BE USED ONLY FOR OFFICIAL BUSINESS; IMPROPER USE OF THESE CERTIFICATES WILL RESULT IN DISCIPLINARY ACTION.

FACSIMILE AND TELEPHONE CHARGES

Charges for facsimile (fax) and telephone calls are reimbursable provided a statement is furnished (1) indicating the official business involved and (2) giving details regarding the date, party and place called or faxed. Reimbursement will not be made for telephone or facsimile charges of a personal nature or in cases where time would allow the use of a letter or e-mail.

PERSONAL FUNDS TO BE APPLIED

Except as provided by special law and/or ruling, funds for anticipated expenses will not be advanced. It is the responsibility of each employee to provide funds for his/her own expenses. Reimbursement will be made by normal claim procedures from budgeted funds, with proper supporting documentation and advance authorization from the Director of Budget and Management when required.

ATTENDANCE AT SEMINAR/CONFERENCE

In accordance with Section 77-b of the NYS General Municipal Law, all actual and necessary registration fees, all actual and necessary expenses of travel, meals and lodging and all necessary tuition fees incurred in connection with attendance at schools, conventions and conferences are reimbursable.

Section 77-b prohibits reimbursement for travel for school, conference or convention unless prior approval has been obtained. In Erie County, the County Executive has delegated the authority to authorize travel to the Director of Budget and Management. Requests must be submitted to the Division of Budget and Management seven (7) days before the date of departure. The seven days is an internal rule and can be waived by the Director in an emergency, but the requirement for prior approval cannot be waived if the travel is to attend a school, conference or convention.

Although Erie County Budget and Management approval is not required, personnel from the Legislature, and Library must request and receive prior approval from their respective department head or authorized designee prior to attending any school, conference or convention, as required by Section 77-b of New York State General Municipal Law.

TRAVEL ON GENERAL COUNTY BUSINESS

If the travel is on general County business and not to attend a school, conference or convention, Section 77-b of the GML does not apply. However, even in the case of general County business (e.g., to confer with state officials in Albany, argue a case before the Appellate Division, or represent the County in some other business matter), although Section 77-b does not apply, the County Executive has the right to require, and does require, prior approval by the Division of Budget and Management for all travel. This is an internal rule. Exceptions can obviously be made in emergencies. All actual and necessary expenses of travel, meals and lodging incurred when out-of-town on approved general County business are reimbursable.

EXCEPTIONS TO POLICY

Reimbursement for items not allowed or not covered by this policy will not be made unless first approved by the Director of Budget and Management. The requesting department should submit a memorandum to the Budget Director and, if approved, attach it to the Travel Voucher when forwarded for payment.

FORMS

The following forms found on the County's Intranet Website at <http://sharepoint.erie.gov> are to be used by County organizations utilizing the County's financial accounting system.

Travel Request (TR), Form BC.001. This form is used to identify the traveler, destination, cost and purpose of proposed travel. Forward the form for approval and encumbrance entry to the financial accounting system by the Division of Budget and Management.

Travel Voucher, Form BC.002. This is the form used upon completion of travel in order for an employee to claim reimbursable expenses. All County departments, divisions and units must use this form. All other organizations are encouraged to use this form, or a variation of this form, for employee travel expense reimbursements processed on the Erie County financial accounting system. Forward this form to the Erie County Comptroller's Office, Accounts Payable Branch for processing.

LONG DISTANCE TRAVEL PROCEDURES

A Travel Request Form BC.001 must be prepared for each individual and approved by the Division of Budget and Management seven (7) days prior to commencement of travel. The Travel Request Form will reflect the vendor number of the individual traveler.

Each individual is expected to pay for all expenses incurred and list them on the Travel Voucher (e.g., meals, lodging, transportation and miscellaneous: tuition, registration fees, etc.)

Partial payments may be made to the sponsoring organization for registration fees, tuition or to the carrier/travel agency for commercial transportation. Direct payments will be made through financial accounting system, citing the document number for the appropriate agency listed on the Travel Voucher. Manual checks for travel partial payments will not be issued. Payment on a Travel Voucher will be made to the individual traveler upon receipt of his/her Travel Voucher and claim with supporting documents for out-of-pocket expenses. The check is processed to the individual as a vendor providing a claim against the County.

ATTENDANCE AT A LOCAL SEMINAR/CONFERENCE

A separate Travel Voucher will be prepared for each individual attending a local seminar/conference. Each individual must file a claim using the Travel Voucher Form BC.002 for reimbursement. If no Travel Voucher has been issued and only mileage is being claimed, individuals must file the Claim for Mileage Form F-15A-291 (see sample attached, Page 13). Travel Vouchers for attendance at local seminars/conferences require Budget approval seven (7) days prior to the date of the event. Partial payments may be made to the

sponsoring organization for registration fees or tuition, following the procedure for preparing the request form outlined above in "Long Distance Travel".

PRESENTATION OF CLAIMS FOR TRAVEL EXPENSES

The completed Travel Voucher should be submitted for payment to the Comptroller's Office within thirty (30) days after the completion of the travel.

CLAIM FORMS AND VOUCHERS

Except in cases where only mileage is claimed, an expense voucher (Form BC.002) will be used for all claims for travel expense. Sub-vouchers or receipts must be attached to the claim. The voucher must show the date each item of expenditure was incurred, the places between which travel was performed, the time of departure from and the time of return to the employee's place of work or home. If travel is by auto, the expense voucher must also show the number of miles traveled and the rate per mile charged. Each voucher must show the home address and official station of claimant, the duty or business performed and signature of claimant. A copy of the plane/train ticket must accompany the Voucher.

INCREASE IN ENCUMBRANCE OR CANCELLATION OF TR

In the event a department underestimated the encumbrance on the Travel Request Form, increases can be made by completion of the form entitled "Travel Request Cancellation/Increase Adjustment/Purchase Order Change Form" (see sample attached, Page 9). This form is also to be used to cancel a previously approved travel request. This form is to be completed and forwarded to the Division of Budget and Management.

ABBREVIATIONS

The following abbreviations are authorized to be used when completing the expense voucher.

- Privately Owned Vehicles – POV
- County Owned Vehicles – COV
- Commercial Air – CA
- Commercial Ground Transportation – CGT
- Taxi – Taxi

An example of how to properly complete the expense voucher is shown on Page 10 for your reference. The following assumptions were used: An employee completed a three-day trip to Albany. Departed residence May 1, 2008 at 6:00 a.m. by car, departed Buffalo Airport at 7:00 a.m. and returned to place of work at 3:00 p.m. on April 3, 2008.

SCHEDULE "D"

MEMORANDUM OF UNDERSTANDING

Pursuant to Article 9 Hours of Work, Section 9.2 Work Week, it is understood that said language contained in the Collective Bargaining Agreement covers all employees in the bargaining unit with the exception of those employees working in the job titles of Dispatcher, Dispatcher 55B, Complaint Writer and Complaint Writer 55B.

1. It is understood, Sheriffs Dispatchers will have a schedule of 12 hour shifts as described in exhibit A or B.
2. The schedule will be fixed to two (2) shifts. It is understood that bids will be for shift only. Starting times for these shifts will be as described in the exhibits below. Shift bids will be covered by the applicable sections of this agreement.
3. With the 12 hour schedule, the Sheriffs Dispatchers will be earning four (4) hours of overtime per bi-weekly pay period as built into this schedule. This additional overtime will be paid at the members overtime rate or at the members election, in the form of compensatory time off at time and one half of the overtime hours worked.
4. In consideration for #3 above the dispatcher will not receive "line up" time.
5. Shift differential will be paid to the night shift only, for all hours worked, at the rate specified in this agreement.
6. Any employee working the twelve (12) hour shifts who shall work in excess of his or her twelve (12) hour schedule shall be paid overtime at their applicable rate for all time worked in excess of his or her regularly scheduled twelve (12) hour shift.
7. The parties acknowledge the twelve (12) hour schedule requires the conversion of leave credit accruals from day to hour increments. This is how the accrual balances are currently reflected and accrued in the paychecks. If it becomes necessary, the parties agree to the conversion rates and any issues relating to paid holidays, vacations, sick leave, personal leave, bereavement leave, family illness and all other forms of leave credits as expeditiously as possible and to append the negotiated conversion schedule to this agreement. All leave taken pursuant to the contract shall be charged based upon actual hours used.
8. Holiday pay will be paid to those employees whose shift starts on the designated holidays only, at the rate set in the CBA. Employees on their RDO on a designated Holiday will receive 12 hours of pay at their hourly rate or at the members election, in the form of compensatory time off at the rate of 12 hours.
9. Sheriffs Dispatchers reserve the right to re-bid shifts on an annual basis with bids to be received 30 days before the date awarded. The date awarded will be the first Saturday in January that starts a pay period.
10. Minimal staffing shall be four (4) dispatchers at all times scheduled. There will only be one (1) dispatcher at a time allowed to have a requested day off per "platoon". Posting for a fourth dispatcher will be at the discretion of the supervisor during busy times. All time off requests will be processed as per the current CBA.

11. All OT will be distributed as per the current CBA in place.

Exhibit "A";	DW Platoon A	0600 – 1800
	DW Platoon B	0600 – 1800
	NW Platoon C	1800 – 0600
	NW Platoon D	1800 – 0600

12. Each Platoon consists of 4 Sheriffs Dispatchers (16 Total). It is understood that there may be times during the year when platoon strength may fall below four (4) Sheriff's Dispatchers (16 total) at no fault to the Sheriff's Office. The union pledges their cooperation during these isolated times and understands that minimal staffing and requests for time off will be at the sole discretion of the communication supervisor.

Examples of the aforementioned are military service/deployment, retirement, resignation, training and/or long term unexpected illnesses.

** Below is a variation of the 12 hour wheel with one of the dispatchers coming in at a later time. These persons coming in at a later time will receive shift differential for 6 of the hours worked. They will also be considered as part of the same platoon for reasons of time off requested.

Exhibit "B"; Split Platoon

DW-Platoon A	3-	600 – 1800
DW-Platoon A	1-	12p – 12a
DW-Platoon B	3-	600 – 1800
DW-Platoon B	1-	12p – 12a
NW-Platoon C	3-	1800 – 600
NW-Platoon C	1-	12a – 12p
NW-Platoon D	3-	1800 – 600
NW-Platoon D	1-	12a – 12p

It is understood that either party may request a re-opener to provide for the possibility of a 12 hour shift for the sworn supervisors, medical staff and maintenance staff. Also for the current split shift for the maintenance staff.

Further pursuant to Article 9, Hours of Work, Section 9.2, Work Week, it is understood that the current practice for selecting RDO's is based upon departmental seniority (as defined in Article 10, Section 10.6). It is further understood that the medical staff in various job titles (Head Nurses, RN's and Medical Aides) should be considered as one title and are included in this selection process.

It is understood that the title of Nurse Practitioner if created and filled may not be part of this Memorandum of Understanding.

Upon implementation of this agreement, there shall be an immediate adjustment placing all nursing staff on the proper RDO's according to their departmental seniority (as defined in Article 10, Section 10.6).

SCHEDULE "E"
POLICY FOR HOLDING CENTER DIVISION DEPUTIES

In order to maintain consistency when granting employee's requests for time off, i.e., personal leave days, vacation days, comp. days, etc., the following procedure has been established.

1. All requests for specific paid leave days must be made no more than 30 calendar days in advance and no less than five (5) calendar days in advance of the specific day requested.
2. No request slips will be accepted prior to the 30 day limit restriction. All request slips must reflect the date for which the request is made.
3. Requests will be granted on the first-come, first-serve basis within the 30 day period with priority placed on the type of day requested (with timeliness of filing being equal):
 - a) Personal Leave (PL) day requests receive priority
 - b) Vacation days requests receive secondary consideration
 - c) Comp day requests receive last consideration
4. If all things are equal: timeliness of filing and type of day requested, the tie-breaker is seniority.
5. Confirmation of paid time off requests shall be no later than five (5) calendar days prior to the date requested.
6. The above procedure(s) will be strictly adhered to by all affected personnel. In the case of an extreme emergency, however, the Shift Supervisor will retain the discretion to grant the time off with written documentation of same. A copy of this documentation will be forwarded to the Superintendent's Office.
7. The Watch Commander will be required to retain a copy of the employee's request (whether granted or denied) in a file in his office.
8. It is understood that the minimum number of Officers that can be scheduled off in any one (1) week shall not be less than 18% of the number of Officers on a given shift.

Example: Day Shift – 26
 Afternoon Shift – 16
 Midnight Shift – 14

Note: It is understood that the vacation time off, either by week or single days, are not included in the above computation.

SCHEDULE "F"

HOLDING CENTER POLICY FOR SELECTION OF VACATION

Vacations in the Holding Center shall be selected by departmental seniority in conjunction with Section 13.9 and 13.10 of Article 13.

The number of employees that will be scheduled off in any one (1) week are as follows:

7:30 – 3:30 Shift	Fifteen (15) Officers
3:30 – 11:30 Shift	Nine (9) Officers
11:30 – 7:30 Shift	Seven (7) Officers
Records/Booking:	One (1) Officer: One (1) Civilian
Kitchen:	One (1) Person Per Shift
Maintenance:	One (1) Person Per Shift
Medical:	One (1) Head Nurse Per Shift
	One (1) RN Per Shift
	One (1) LPN Per Shift

Vacation schedules for Deputies assigned to Court duty shall permit vacation at the rate of two (2) Deputies per week.

SCHEDULE "G"

MEMORANDUM OF UNDERSTANDING SHIFT SWAPPING

The practice of "SWAPS" shall be permitted in the Erie County Sheriff's Department under the following guidelines:

- The Employer will appoint a Supervisor to act as a Scheduling Supervisor for the purpose of swapping and time-off (Chart Supervisor).
- All swaps must be made with employees within the same job title (job classification).
- Both parties agree that there will be times when unusual circumstances prevent the following of the timeliness rules and, therefore; the granting of the swap may be done on the individual merit of the circumstances in each case.
- There will be no third-party swaps, nor more than one swap on the same day (double-swapping).
- All swaps will be posted on Union Bulletin Boards.
- It will be the responsibility of the employee who is on the schedule to work, to notify the watch commander or supervisor in case he/she calls off due to an illness or emergency.
- No swaps will be permitted that would allow employees to work more than sixteen (16) consecutive hours. Employees on a swap will not be mandated to work overtime.
- All swaps over eight (8) hours of work surrender their right to overtime pay for swap.
- For the purpose of computing overtime, employees actually performing the hours worked beyond their regularly scheduled shift in exchange waive any consideration of such hours for overtime.
- If an employee swaps with another employee and fails to complete the swap, or does not show up for work, then that employee is considered AWOL and is also subject to lose his/her swapping privileges for six (6) months, and be charged LWOP for the hours they were to work on the swap. This shall be considered a non-grievable issue because this will not be considered discipline under Article 22 of the collective bargaining agreement.
- It is acknowledged that the exchange of hours is voluntary and that no employer obligation is incurred.
- Swaps are limited to one per week.
- RDO changes are not considered a swap.
- It is understood that "shift swapping" can be immediately revoked by the Sheriff and/or his designee in emergency situation or in situations where Jail Management Division operations are impacted to a degree that the Sheriff's Office cannot deliver inmate care, custody and transportation responsibilities. The union will receive written justification from the Sheriff and/or his designee if such revocation becomes necessary.

Except as expressly stated in this agreement, all other provisions of the CBA/contract shall apply.

APPENDIX A

SWORN TEAMSTERS
1/1/2013 - 12/31/2013

	0	1	2	3	4	5	A	B	C	D	E
GRP 05	29216 1123.68 14.046	30967 1191.04 14.888	32255 1240.56 15.507	33517 1289.12 16.114	34798 1338.40 16.730	36073 1387.44 17.343	36768 1414.16 17.677	37469 1441.12 18.014	38176 1468.32 18.354	38879 1495.36 18.692	39580 1522.32 19.029
GRP 06	31383 1207.04 15.088	33268 1279.52 15.994	34780 1337.68 16.721	36290 1395.76 17.447	37796 1453.68 18.171	39316 1512.16 18.902	40204 1546.32 19.329	41092 1580.48 19.756	41960 1613.84 20.173	42844 1647.84 20.598	43726 1681.76 21.022
GRP 07	37113 1427.44 17.843	39339 1513.04 18.913	41174 1583.60 19.795	43004 1654.00 20.675	44834 1724.40 21.555	46667 1794.88 22.436	47669 1833.44 22.918	48666 1871.76 23.397	49662 1910.08 23.876	50660 1948.48 24.356	51655 1986.72 24.834
GRP 08	39420 1516.16 18.952	41943 1613.20 20.165	44084 1695.52 21.194	46236 1778.32 22.229	48372 1860.48 23.256	50511 1942.72 24.284	51605 1984.80 24.810	52695 2026.72 25.334	53797 2069.12 25.864	54887 2111.04 26.388	55985 2153.28 26.916
GRP 09	42234 1624.40 20.305	44770 1721.92 21.524	47168 1814.16 22.677	49577 1906.80 23.835	51967 1998.72 24.984	54367 2091.04 26.138	55563 2137.04 26.713	56776 2183.68 27.296	57968 2229.52 27.869	59170 2275.76 28.447	60368 2321.84 29.023
GRP 10	45069 1733.44 21.668	47767 1837.20 22.965	50390 1938.08 24.226	53003 2038.56 25.482	55600 2138.48 26.731	58230 2239.60 27.995	59540 2290.00 28.625	60840 2340.00 29.250	62152 2390.48 29.881	63463 2440.88 30.511	64771 2491.20 31.140
GRP 11	49410 1900.40 23.755	52374 2014.40 25.180	55189 2122.64 26.533	58026 2231.76 27.897	60846 2340.24 29.253	63679 2449.20 30.615	65096 2503.68 31.296	66512 2558.16 31.977	67920 2612.32 32.654	69337 2666.80 33.335	70749 2721.12 34.014

SWORN TEAMSTERS
1/1/2013 - 12/31/2013

	0	1	2	3	4	5	A	B	C	D	E
GRP 12	52688 2026.48 25.331	55852 2148.16 26.852	58980 2268.48 28.356	62123 2389.36 29.867	65239 2509.20 31.365	68365 2629.44 32.868	69942 2690.08 33.626	71500 2750.00 34.375	73068 2810.32 35.129	74639 2870.72 35.884	76205 2930.96 36.637
GRP 13	57302 2203.92 27.549	60742 2336.24 29.203	64166 2467.92 30.849	67602 2600.08 32.501	71049 2732.64 34.158	74468 2864.16 35.802	76192 2930.48 36.631	77919 2996.88 37.461	79645 3063.28 38.291	81372 3129.68 39.121	83098 3196.08 39.951
GRP 14	63623 2447.04 30.588	67442 2593.92 32.424	71304 2742.48 34.281	75152 2890.48 36.131	78998 3038.40 37.980	82861 3186.96 39.837	84793 3261.28 40.766	86734 3335.92 41.699	88672 3410.48 42.631	90605 3484.80 43.560	92543 3559.36 44.492
GRP 15	70217 2700.64 33.758	74433 2862.80 35.785	78732 3028.16 37.852	83038 3193.76 39.922	87341 3359.28 41.991	91664 3525.52 44.069	93810 3608.08 45.101	95961 3690.80 46.135	98118 3773.76 47.172	100275 3856.72 48.209	102428 3939.52 49.244
GRP 16	77324 2974.00 37.175	81964 3152.48 39.406	86728 3335.68 41.696	91501 3519.28 43.991	96273 3702.80 46.285	101026 3885.60 48.570	103424 3977.84 49.723	105810 4069.60 50.870	108204 4161.68 52.021	110598 4253.76 53.172	112988 4345.68 54.321
GRP 17	84344 3244.00 40.550	89405 3438.64 42.983	94663 3640.88 45.511	99940 3843.84 48.048	105200 4046.16 50.577	110467 4248.72 53.109	113100 4350.00 54.375	115746 4451.76 55.647	118364 4552.48 56.906	121002 4653.92 58.174	123633 4755.12 59.439

CIVILIAN TEAMSTERS
1/1/2013 - 12/31/13

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	23069	24457	25370	26293	27225	28128	28594	29049	29509	29962	30424
	887.28	940.64	975.76	1011.28	1047.12	1081.84	1099.76	1117.28	1134.96	1152.40	1170.16
	11.091	11.758	12.197	12.641	13.089	13.523	13.747	13.966	14.187	14.405	14.627
GRP 02	23519	24929	25892	26844	27801	28744	29220	29721	30181	30657	31140
	904.56	958.80	995.84	1032.48	1069.28	1105.52	1123.84	1143.12	1160.80	1179.12	1197.68
	11.307	11.985	12.448	12.906	13.366	13.819	14.048	14.289	14.510	14.739	14.971
GRP 03	24388	25852	26855	27876	28870	29885	30380	30900	31396	31897	32396
	938.00	994.32	1032.88	1072.16	1110.40	1149.44	1168.48	1188.48	1207.52	1226.80	1246.00
	11.725	12.429	12.911	13.402	13.880	14.368	14.606	14.856	15.094	15.335	15.575
GRP 04	25436	26961	28034	29091	30175	31258	31789	32319	32858	33390	33925
	978.32	1036.96	1078.24	1118.88	1160.56	1202.24	1222.64	1243.04	1263.76	1284.24	1304.80
	12.229	12.962	13.478	13.986	14.507	15.028	15.283	15.538	15.797	16.053	16.310
GRP 05	26909	28525	29715	30863	32053	33226	33869	34509	35150	35795	36435
	1034.96	1097.12	1142.88	1187.04	1232.80	1277.92	1302.64	1327.28	1351.92	1376.72	1401.36
	12.937	13.714	14.286	14.838	15.410	15.974	16.283	16.591	16.899	17.209	17.517
GRP 06	28908	30643	32028	33424	34811	36217	37030	37850	38640	39456	40265
	1111.84	1178.56	1231.84	1285.52	1338.88	1392.96	1424.24	1455.76	1486.16	1517.52	1548.64
	13.898	14.732	15.398	16.069	16.736	17.412	17.803	18.197	18.577	18.969	19.358
GRP 07	31021	32881	34592	36290	37997	39701	40627	41565	42494	43424	44354
	1193.12	1264.64	1330.48	1395.76	1461.44	1526.96	1562.56	1598.64	1634.40	1670.16	1705.92
	14.914	15.808	16.631	17.447	18.268	19.087	19.532	19.983	20.430	20.877	21.324
GRP 08	33311	35310	37309	39308	41290	43272	44294	45313	46336	47360	48383
	1281.20	1358.08	1434.96	1511.84	1588.08	1664.32	1703.60	1742.80	1782.16	1821.52	1860.88
	16.015	16.976	17.937	18.898	19.851	20.804	21.295	21.785	22.277	22.769	23.261

CIVILIAN TEAMSTERS
1/1/2013 - 12/31/13

	0	1	2	3	4	5	A	B	C	D	E
GRP 09	35788 1376.48 17.206	37935 1459.04 18.238	40171 1545.04 19.313	42409 1631.12 20.389	44631 1716.56 21.457	46864 1802.48 22.531	47975 1845.20 23.065	49098 1888.40 23.605	50201 1930.80 24.135	51316 1973.68 24.671	52435 2016.72 25.209
GRP 10	38418 1477.60 18.470	40722 1566.24 19.578	43160 1660.00 20.750	45583 1753.20 21.915	48015 1846.72 23.084	50455 1940.56 24.257	51669 1987.28 24.841	52882 2033.92 25.424	54097 2080.64 26.008	55311 2127.36 26.592	56526 2174.08 27.176
GRP 11	42453 1632.80 20.410	45003 1730.88 21.636	47624 1831.68 22.896	50274 1933.60 24.170	52888 2034.16 25.427	55517 2135.28 26.691	56840 2186.16 27.327	58151 2236.56 27.957	59467 2287.20 28.590	60782 2337.76 29.222	62098 2388.40 29.855
GRP 12	45508 1750.32 21.879	48241 1855.44 23.193	51149 1967.28 24.591	54076 2079.84 25.998	56982 2191.60 27.395	59894 2303.60 28.795	61345 2359.44 29.493	62793 2415.12 30.189	64262 2471.60 30.895	65718 2527.60 31.595	67174 2583.60 32.295
GRP 13	49801 1915.44 23.943	52792 2030.48 25.381	55981 2153.12 26.914	59186 2276.40 28.455	62383 2399.36 29.992	65557 2521.44 31.518	67159 2583.04 32.288	68763 2644.72 33.059	70362 2706.24 33.828	71968 2768.00 34.600	73572 2829.68 35.371
GRP 14	55675 2141.36 26.767	59012 2269.68 28.371	62618 2408.40 30.105	66190 2545.76 31.822	69772 2683.52 33.544	73366 2821.76 35.272	75155 2890.56 36.132	76962 2960.08 37.001	78776 3029.84 37.873	80575 3099.04 38.738	82378 3168.40 39.605
GRP 15	61818 2377.60 29.720	65528 2520.32 31.504	69526 2674.08 33.426	73530 2828.08 35.351	77538 2982.24 37.278	81551 3136.56 39.207	83545 3213.28 40.166	85544 3290.16 41.127	87556 3367.52 42.094	89561 3444.64 43.058	91562 3521.60 44.020

CIVILIAN TEAMSTERS
1/1/2013 - 12/31/13

	0	1	2	3	4	5	A	B	C	D	E
GRP 16	68422	72528	76956	81399	85831	90262	92487	94709	96934	99152	101377
	2631.60	2789.52	2959.84	3130.72	3301.20	3471.60	3557.20	3642.64	3728.24	3813.52	3899.12
	32.895	34.869	36.998	39.134	41.265	43.395	44.465	45.533	46.603	47.669	48.739
GRP 17	74959	79454	84338	89240	94137	99037	101483	103950	106384	108832	111282
	2883.04	3055.92	3243.76	3432.32	3620.64	3809.12	3903.20	3998.08	4091.68	4185.84	4280.08
	36.038	38.199	40.547	42.904	45.258	47.614	48.790	49.976	51.146	52.323	53.501
GRP 18	81781	86686	92048	97406	102756	108125	110797	113481	116176	118855	121543
	3145.44	3334.08	3540.32	3746.40	3952.16	4158.64	4261.44	4364.64	4468.32	4571.36	4674.72
	39.318	41.676	44.254	46.830	49.402	51.983	53.268	54.558	55.854	57.142	58.434
GRP 19	89278	94630	100489	106348	112204	118057	120996	123914	126849	129780	132714
	3433.76	3639.60	3864.96	4090.32	4315.52	4540.64	4653.68	4765.92	4878.80	4991.52	5104.40
	42.922	45.495	48.312	51.129	53.944	56.758	58.171	59.574	60.985	62.394	63.805
GRP 20	96843	102652	109042	115419	121803	128205	131387	134576	137775	140966	144159
	3724.72	3948.16	4193.92	4439.20	4684.72	4930.96	5053.36	5176.00	5299.04	5421.76	5544.56
	46.559	49.352	52.424	55.490	58.559	61.637	63.167	64.700	66.238	67.772	69.307
GRP 21	104404	110666	117578	124488	131398	138303	141758	145213	148660	152115	155567
	4015.52	4256.40	4522.24	4788.00	5053.76	5319.36	5452.24	5585.12	5717.68	5850.56	5983.36
	50.194	53.205	56.528	59.850	63.172	66.492	68.153	69.814	71.471	73.132	74.792
GRP 22	111403	118088	125457	132820	140180	147543	151222	154906	158594	162280	165967
	4284.72	4541.84	4825.28	5108.48	5391.52	5674.72	5816.24	5957.92	6099.76	6241.52	6383.36
	53.559	56.773	60.316	63.856	67.394	70.934	72.703	74.474	76.247	78.019	79.792

MEDICAL TEAMSTERS
1/1/2013 - 12/31/2013

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 07	41808	43202	44595	45989	47382	48776	50170	51563	52957	54350	55744	57138	58531
	1608.00	1661.60	1715.20	1768.80	1822.40	1876.00	1929.60	1983.20	2036.80	2090.40	2144.00	2197.60	2251.20
	20.100	20.770	21.440	22.110	22.780	23.450	24.120	24.790	25.460	26.130	26.800	27.470	28.140
GRP 08	45032	46509	47986	49462	50939	52416	53893	55370	56846	58323	59800	61277	62754
	1732.00	1788.80	1845.60	1902.40	1959.20	2016.00	2072.80	2129.60	2186.40	2243.20	2300.00	2356.80	2413.60
	21.650	22.360	23.070	23.780	24.490	25.200	25.910	26.620	27.330	28.040	28.750	29.460	30.170
GRP 10	52520	54309	56098	57886	59675	61464	63253	65042	66830	68619	70408	72197	73986
	2020.00	2088.80	2157.60	2226.40	2295.20	2364.00	2432.80	2501.60	2570.40	2639.20	2708.00	2776.80	2845.60
	25.250	26.110	26.970	27.830	28.690	29.550	30.410	31.270	32.130	32.990	33.850	34.710	35.570
GRP 12	62338	64480	66622	68765	70907	73050	75192	77334	79269	81245	83283	85363	87506
	2397.60	2480.00	2562.40	2644.80	2727.20	2809.60	2892.00	2974.40	3048.80	3124.80	3203.20	3283.20	3365.60
	29.970	31.000	32.030	33.060	34.090	35.120	36.150	37.180	38.110	39.060	40.040	41.040	42.070
GRP 16						101026							
						3885.60							
						48.570							

APPENDIX B

SWORN TEAMSTERS
1/1/2014 - 12/31/2014

	0	1	2	3	4	5	A	B	C	D	E
GRP 05	29800 1146.16 14.327	31587 1214.88 15.186	32899 1265.36 15.817	34187 1314.88 16.436	35495 1365.20 17.065	36795 1415.20 17.690	37504 1442.48 18.031	38218 1469.92 18.374	38940 1497.68 18.721	39657 1525.28 19.066	40373 1552.80 19.410
GRP 06	32011 1231.20 15.390	33933 1305.12 16.314	35474 1364.40 17.055	37016 1423.68 17.796	38551 1482.72 18.534	40102 1542.40 19.280	41009 1577.28 19.716	41914 1612.08 20.151	42798 1646.08 20.576	43701 1680.80 21.010	44599 1715.36 21.442
GRP 07	37856 1456.00 18.200	40125 1543.28 19.291	41997 1615.28 20.191	43865 1687.12 21.089	45731 1758.88 21.986	47601 1830.80 22.885	48622 1870.08 23.376	49639 1909.20 23.865	50656 1948.32 24.354	51673 1987.44 24.843	52688 2026.48 25.331
GRP 08	40208 1546.48 19.331	42781 1645.44 20.568	44965 1729.44 21.618	47162 1813.92 22.674	49340 1897.68 23.721	51522 1981.60 24.770	52636 2024.48 25.306	53749 2067.28 25.841	54872 2110.48 26.381	55985 2153.28 26.916	57104 2196.32 27.454
GRP 09	43079 1656.88 20.711	45664 1756.32 21.954	48112 1850.48 23.131	50569 1944.96 24.312	53007 2038.72 25.484	55455 2132.88 26.661	56674 2179.76 27.247	57911 2227.36 27.842	59126 2274.08 28.426	60353 2321.28 29.016	61574 2368.24 29.603
GRP 10	45970 1768.08 22.101	48722 1873.92 23.424	51399 1976.88 24.711	54063 2079.36 25.992	56713 2181.28 27.266	59394 2284.40 28.555	60732 2335.84 29.198	62057 2386.80 29.835	63396 2438.32 30.479	64732 2489.68 31.121	66067 2541.04 31.763

SWORN TEAMSTERS
1/1/2014 - 12/31/2014

	0	1	2	3	4	5	A	B	C	D	E
GRP 11	50398 1938.40 24.230	53423 2054.72 25.684	56293 2165.12 27.064	59186 2276.40 28.455	62063 2387.04 29.838	64952 2498.16 31.227	66398 2553.76 31.922	67843 2609.36 32.617	69279 2664.56 33.307	70724 2720.16 34.002	72164 2775.52 34.694
GRP 12	53743 2067.04 25.838	56969 2191.12 27.389	60160 2313.84 28.923	63365 2437.12 30.464	66543 2559.36 31.992	69732 2682.00 33.525	71342 2743.92 34.299	72931 2805.04 35.063	74531 2866.56 35.832	76132 2928.16 36.602	77730 2989.60 37.370
GRP 13	58448 2248.00 28.100	61957 2382.96 29.787	65449 2517.28 31.466	68954 2652.08 33.151	72469 2787.28 34.841	75957 2921.44 36.518	77717 2989.12 37.364	79477 3056.80 38.210	81239 3124.56 39.057	82998 3192.24 39.903	84760 3260.00 40.750
GRP 14	64896 2496.00 31.200	68790 2645.76 33.072	72731 2797.36 34.967	76656 2948.32 36.854	80579 3099.20 38.740	84519 3250.72 40.634	86488 3326.48 41.581	88469 3402.64 42.533	90447 3478.72 43.484	92416 3554.48 44.431	94395 3630.56 45.382
GRP 15	71621 2754.64 34.433	75922 2920.08 36.501	80307 3088.72 38.609	84698 3257.60 40.720	89088 3426.48 42.831	93496 3596.00 44.950	95686 3680.24 46.003	97881 3764.64 47.058	100079 3849.20 48.115	102280 3933.84 49.173	104476 4018.32 50.229
GRP 16	78872 3033.52 37.919	83604 3215.52 40.194	88462 3402.40 42.530	93332 3589.68 44.871	98199 3776.88 47.211	103045 3963.28 49.541	105491 4057.36 50.717	107925 4150.96 51.887	110367 4244.88 53.061	112809 4338.80 54.235	115247 4432.56 55.407
GRP 17	86031 3308.88 41.361	91193 3507.44 43.843	96556 3713.68 46.421	101939 3920.72 49.009	107305 4127.12 51.589	112676 4333.68 54.171	115363 4437.04 55.463	118061 4540.80 56.760	120732 4643.52 58.044	123421 4746.96 59.337	126106 4850.24 60.628

CIVILIAN TEAMSTERS
1/1/2014 - 12/31/14

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	23531 905.04 11.313	24945 959.44 11.993	25877 995.28 12.441	26820 1031.52 12.894	27770 1068.08 13.351	28689 1103.44 13.793	29166 1121.76 14.022	29630 1139.60 14.245	30100 1157.68 14.471	30561 1175.44 14.693	31034 1193.60 14.920
GRP 02	23989 922.64 11.533	25428 978.00 12.225	26410 1015.76 12.697	27381 1053.12 13.164	28357 1090.64 13.633	29318 1127.60 14.095	29804 1146.32 14.329	30316 1166.00 14.575	30784 1184.00 14.800	31271 1202.72 15.034	31762 1221.60 15.270
GRP 03	24877 956.80 11.960	26370 1014.24 12.678	27392 1053.52 13.169	28434 1093.60 13.670	29449 1132.64 14.158	30482 1172.40 14.655	30988 1191.84 14.898	31518 1212.24 15.153	32024 1231.68 15.396	32535 1251.36 15.642	33045 1270.96 15.887
GRP 04	25946 997.92 12.474	27500 1057.68 13.221	28596 1099.84 13.748	29673 1141.28 14.266	30778 1183.76 14.797	31884 1226.32 15.329	32425 1247.12 15.589	32966 1267.92 15.849	33515 1289.04 16.113	34058 1309.92 16.374	34603 1330.88 16.636
GRP 05	27448 1055.68 13.196	29095 1119.04 13.988	30310 1165.76 14.572	31481 1210.80 15.135	32693 1257.44 15.718	33889 1303.44 16.293	34547 1328.72 16.609	35200 1353.84 16.923	35853 1378.96 17.237	36510 1404.24 17.553	37163 1429.36 17.867
GRP 06	29486 1134.08 14.176	31256 1202.16 15.027	32668 1256.48 15.706	34091 1311.20 16.390	35508 1365.68 17.071	36941 1420.80 17.760	37771 1452.72 18.159	38607 1484.88 18.561	39414 1515.92 18.949	40244 1547.84 19.348	41070 1579.60 19.745
GRP 07	31641 1216.96 15.212	33538 1289.92 16.124	35285 1357.12 16.964	37016 1423.68 17.796	38757 1490.64 18.633	40496 1557.52 19.469	41440 1593.84 19.923	42397 1630.64 20.383	43345 1667.12 20.839	44294 1703.60 21.295	45240 1740.00 21.750

CIVILIAN TEAMSTERS
1/1/2014 - 12/31/14

	0	1	2	3	4	5	A	B	C	D	E
GRP 08	33977 1306.80 16.335	36017 1385.28 17.316	38056 1463.68 18.296	40094 1542.08 19.276	42116 1619.84 20.248	44138 1697.60 21.220	45180 1737.68 21.721	46220 1777.68 22.221	47264 1817.84 22.723	48306 1857.92 23.224	49350 1898.08 23.726
GRP 09	36504 1404.00 17.550	38694 1488.24 18.603	40974 1575.92 19.699	43258 1663.76 20.797	45523 1750.88 21.886	47803 1838.56 22.982	48934 1882.08 23.526	50080 1926.16 24.077	51205 1969.44 24.618	52341 2013.12 25.164	53483 2057.04 25.713
GRP 10	39185 1507.12 18.839	41538 1597.60 19.970	44023 1693.20 21.165	46494 1788.24 22.353	48976 1883.68 23.546	51463 1979.36 24.742	52703 2027.04 25.338	53939 2074.56 25.932	55178 2122.24 26.528	56418 2169.92 27.124	57658 2217.60 27.720
GRP 11	43301 1665.44 20.818	45904 1765.52 22.069	48576 1868.32 23.354	51278 1972.24 24.653	53947 2074.88 25.936	56628 2178.00 27.225	57978 2229.92 27.874	59313 2281.28 28.516	60657 2332.96 29.162	61996 2384.48 29.806	63340 2436.16 30.452
GRP 12	46419 1785.36 22.317	49207 1892.56 23.657	52173 2006.64 25.083	55157 2121.44 26.518	58121 2235.44 27.943	61092 2349.68 29.371	62573 2406.64 30.083	64049 2463.44 30.793	65547 2521.04 31.513	67032 2578.16 32.227	68517 2635.28 32.941
GRP 13	50798 1953.76 24.422	53849 2071.12 25.889	57100 2196.16 27.452	60370 2321.92 29.024	63631 2447.36 30.592	66868 2571.84 32.148	68503 2634.72 32.934	70138 2697.60 33.720	71770 2760.40 34.505	73407 2823.36 35.292	75042 2886.24 36.078
GRP 14	56788 2184.16 27.302	60191 2315.04 28.938	63871 2456.56 30.707	67513 2596.64 32.458	71167 2737.20 34.215	74832 2878.16 35.977	76658 2948.40 36.855	78501 3019.28 37.741	80350 3090.40 38.630	82187 3161.04 39.513	84026 3231.76 40.397

CIVILIAN TEAMSTERS
1/1/2014 - 12/31/14

	0	1	2	3	4	5	A	B	C	D	E
GRP 15	63053 2425.12 30.314	66839 2570.72 32.134	70918 2727.60 34.095	75001 2884.64 36.058	79090 3041.92 38.024	83181 3199.28 39.991	85216 3277.52 40.969	87256 3356.00 41.950	89307 3434.88 42.936	91352 3513.52 43.919	93392 3592.00 44.900
GRP 16	69790 2684.24 33.553	73977 2845.28 35.566	78495 3019.04 37.738	83027 3193.36 39.917	87547 3367.20 42.090	92067 3541.04 44.263	94336 3628.32 45.354	96604 3715.52 46.444	98873 3802.80 47.535	101134 3889.76 48.622	103405 3977.12 49.714
GRP 17	76459 2940.72 36.759	81043 3117.04 38.963	86025 3308.64 41.358	91025 3500.96 43.762	96019 3693.04 46.163	101017 3885.28 48.566	103513 3981.28 49.766	106030 4078.08 50.976	108512 4173.52 52.169	111008 4269.52 53.369	113508 4365.68 54.571
GRP 18	83416 3208.32 40.104	88421 3400.80 42.510	93889 3611.12 45.139	99355 3821.36 47.767	104811 4031.20 50.390	110288 4241.84 53.023	113013 4346.64 54.333	115750 4451.92 55.649	118500 4557.68 56.971	121233 4662.80 58.285	123974 4768.24 59.603
GRP 19	91062 3502.40 43.780	96522 3712.40 46.405	102498 3942.24 49.278	108476 4172.16 52.152	114448 4401.84 55.023	120417 4631.44 57.893	123415 4746.72 59.334	126391 4861.20 60.765	129386 4976.40 62.205	132375 5091.36 63.642	135368 5206.48 65.081
GRP 20	98779 3799.20 47.490	104705 4027.12 50.339	111222 4277.76 53.472	117728 4528.00 56.600	124238 4778.40 59.730	130770 5029.60 62.870	134014 5154.40 64.430	137268 5279.52 65.994	140531 5405.04 67.563	143784 5530.16 69.127	147041 5655.44 70.693
GRP 21	106492 4095.84 51.198	112880 4341.52 54.269	119931 4612.72 57.659	126978 4883.76 61.047	134025 5154.80 64.435	141070 5425.76 67.822	144593 5561.28 69.516	148117 5696.80 71.210	151632 5832.00 72.900	155158 5967.60 74.595	158679 6103.04 76.288
GRP 22	113630 4370.40 54.630	120449 4632.64 57.908	127966 4921.76 61.522	135477 5210.64 65.133	142983 5499.36 68.742	150494 5788.24 72.353	154247 5932.56 74.157	158003 6077.04 75.963	161766 6221.76 77.772	165524 6366.32 79.579	169287 6511.04 81.388

MEDICAL TEAMSTERS
1/1/2014 - 12/31/2014

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 07	42644	44065	45488	46908	48331	49752	51172	52595	54016	55438	56859	58280	59702
	1640.16	1694.80	1749.52	1804.16	1858.88	1913.52	1968.16	2022.88	2077.52	2132.24	2186.88	2241.52	2296.24
	20.502	21.185	21.869	22.552	23.236	23.919	24.602	25.286	25.969	26.653	27.336	28.019	28.703
GRP 08	45933	47439	48944	50452	51958	53464	54970	56476	57984	59490	60996	62502	64008
	1766.64	1824.56	1882.48	1940.48	1998.40	2056.32	2114.24	2172.16	2230.16	2288.08	2346.00	2403.92	2461.84
	22.083	22.807	23.531	24.256	24.980	25.704	26.428	27.152	27.877	28.601	29.325	30.049	30.773
GRP 10	53570	55395	57219	59045	60869	62693	64517	66342	68168	69992	71816	73640	75464
	2060.40	2130.56	2200.72	2270.96	2341.12	2411.28	2481.44	2551.60	2621.84	2692.00	2762.16	2832.32	2902.48
	25.755	26.632	27.509	28.387	29.264	30.141	31.018	31.895	32.773	33.650	34.527	35.404	36.281
GRP 12	63584	65770	67956	70140	72326	74510	76696	78882	80854	82869	84949	87071	89255
	2445.52	2529.60	2613.68	2697.68	2781.76	2865.76	2949.84	3033.92	3109.76	3187.28	3267.28	3348.88	3432.88
	30.569	31.620	32.671	33.721	34.772	35.822	36.873	37.924	38.872	39.841	40.841	41.861	42.911
GRP 16						103045							
						3963.28							
						49.541							

APPENDIX C

SWORN TEAMSTERS
1/1/2015 - 12/31/2015

	0	1	2	3	4	5	A	B	C	D	E
GRP 05	30695 1180.56 14.757	32535 1251.36 15.642	33887 1303.36 16.292	35212 1354.32 16.929	36560 1406.16 17.577	37900 1457.68 18.221	38630 1485.76 18.572	39364 1514.00 18.925	40109 1542.64 19.283	40847 1571.04 19.638	41583 1599.36 19.992
GRP 06	32972 1268.16 15.852	34950 1344.24 16.803	36539 1405.36 17.567	38126 1466.40 18.330	39707 1527.20 19.090	41305 1588.64 19.858	42239 1624.56 20.307	43172 1660.48 20.756	44081 1695.44 21.193	45011 1731.20 21.640	45937 1766.80 22.085
GRP 07	38992 1499.68 18.746	41330 1589.60 19.870	43258 1663.76 20.797	45182 1737.76 21.722	47104 1811.68 22.646	49030 1885.76 23.572	50080 1926.16 24.077	51128 1966.48 24.581	52177 2006.80 25.085	53223 2047.04 25.588	54269 2087.28 26.091
GRP 08	41415 1592.88 19.911	44065 1694.80 21.185	46315 1781.36 22.267	48576 1868.32 23.354	50821 1954.64 24.433	53067 2041.04 25.513	54215 2085.20 26.065	55361 2129.28 26.616	56518 2173.76 27.172	57664 2217.84 27.723	58818 2262.24 28.278
GRP 09	44371 1706.56 21.332	47035 1809.04 22.613	49556 1906.00 23.825	52085 2003.28 25.041	54598 2099.92 26.249	57119 2196.88 27.461	58373 2245.12 28.064	59648 2294.16 28.677	60900 2342.32 29.279	62163 2390.88 29.886	63421 2439.28 30.491
GRP 10	47349 1821.12 22.764	50184 1930.16 24.127	52940 2036.16 25.452	55686 2141.76 26.772	58415 2246.72 28.084	61177 2352.96 29.412	62554 2405.92 30.074	63918 2458.40 30.730	65297 2511.44 31.393	66674 2564.40 32.055	68049 2617.28 32.716
GRP 11	51911 1996.56 24.957	55026 2116.40 26.455	57982 2230.08 27.876	60963 2344.72 29.309	63925 2458.64 30.733	66901 2573.12 32.164	68390 2630.40 32.880	69880 2687.68 33.596	71356 2744.48 34.306	72846 2801.76 35.022	74329 2858.80 35.735

SWORN TEAMSTERS
1/1/2015 - 12/31/2015

	0	1	2	3	4	5	A	B	C	D	E
GRP 12	55355 2129.04 26.613	58679 2256.88 28.211	61965 2383.28 29.791	65266 2510.24 31.378	68540 2636.16 32.952	71824 2762.48 34.531	73482 2826.24 35.328	75119 2889.20 36.115	76767 2952.56 36.907	78416 3016.00 37.700	80061 3079.28 38.491
GRP 13	60201 2315.44 28.943	63816 2454.48 30.681	67413 2592.80 32.410	71024 2731.68 34.146	74643 2870.88 35.886	78237 3009.12 37.614	80049 3078.80 38.485	81860 3148.48 39.356	83676 3218.32 40.229	85488 3288.00 41.100	87304 3357.84 41.973
GRP 14	66843 2570.88 32.136	70853 2725.12 34.064	74913 2881.28 36.016	78957 3036.80 37.960	82996 3192.16 39.902	87054 3348.24 41.853	89082 3426.24 42.828	91123 3504.72 43.809	93161 3583.12 44.789	95189 3661.12 45.764	97225 3739.44 46.743
GRP 15	73769 2837.28 35.466	78200 3007.68 37.596	82715 3181.36 39.767	87239 3355.36 41.942	91761 3529.28 44.116	96302 3703.92 46.299	98557 3790.64 47.383	100818 3877.60 48.470	103081 3964.64 49.558	105348 4051.84 50.648	107611 4138.88 51.736
GRP 16	81239 3124.56 39.057	86112 3312.00 41.400	91116 3504.48 43.806	96131 3697.36 46.217	101144 3890.16 48.627	106136 4082.16 51.027	108657 4179.12 52.239	111164 4275.52 53.444	113678 4372.24 54.653	116193 4468.96 55.862	118704 4565.52 57.069
GRP 17	88612 3408.16 42.602	93929 3612.64 45.158	99453 3825.12 47.814	104996 4038.32 50.479	110525 4250.96 53.137	116056 4463.68 55.796	118824 4570.16 57.127	121603 4677.04 58.463	124353 4782.80 59.785	127123 4889.36 61.117	129890 4995.76 62.447

CIVILIAN TEAMSTERS
1/1/2015 - 12/31/2015

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	24236 932.16 11.652	25694 988.24 12.353	26653 1025.12 12.814	27624 1062.48 13.281	28604 1100.16 13.752	29551 1136.56 14.207	30041 1155.44 14.443	30518 1173.76 14.672	31002 1192.40 14.905	31479 1210.72 15.134	31965 1229.44 15.368
GRP 02	24708 950.32 11.879	26191 1007.36 12.592	27202 1046.24 13.078	28203 1084.72 13.559	29207 1123.36 14.042	30197 1161.44 14.518	30699 1180.72 14.759	31225 1200.96 15.012	31708 1219.52 15.244	32209 1238.80 15.485	32714 1258.24 15.728
GRP 03	25624 985.52 12.319	27161 1044.64 13.058	28213 1085.12 13.564	29286 1126.40 14.080	30333 1166.64 14.583	31398 1207.60 15.095	31918 1227.60 15.345	32465 1248.64 15.608	32985 1268.64 15.858	33511 1288.88 16.111	34037 1309.12 16.364
GRP 04	26724 1027.84 12.848	28325 1089.44 13.618	29453 1132.80 14.160	30564 1175.52 14.694	31701 1219.28 15.241	32841 1263.12 15.789	33399 1284.56 16.057	33954 1305.92 16.324	34520 1327.68 16.596	35079 1349.20 16.865	35641 1370.80 17.135
GRP 05	28271 1087.36 13.592	29969 1152.64 14.408	31219 1200.72 15.009	32425 1247.12 15.589	33675 1295.20 16.190	34907 1342.56 16.782	35583 1368.56 17.107	36256 1394.48 17.431	36928 1420.32 17.754	37606 1446.40 18.080	38278 1472.24 18.403
GRP 06	30370 1168.08 14.601	32194 1238.24 15.478	33648 1294.16 16.177	35115 1350.56 16.882	36573 1406.64 17.583	38049 1463.44 18.293	38904 1496.32 18.704	39765 1529.44 19.118	40595 1561.36 19.517	41450 1594.24 19.928	42301 1626.96 20.337
GRP 07	32589 1253.44 15.668	34545 1328.64 16.608	36344 1397.84 17.473	38126 1466.40 18.330	39919 1535.36 19.192	41710 1604.24 20.053	42684 1641.68 20.521	43668 1679.52 20.994	44645 1717.12 21.464	45623 1754.72 21.934	46598 1792.24 22.403

CIVILIAN TEAMSTERS
1/1/2015 - 12/31/2015

	0	1	2	3	4	5	A	B	C	D	E
GRP 08	34996 1346.00 16.825	37097 1426.80 17.835	39198 1507.60 18.845	41296 1588.32 19.854	43378 1668.40 20.855	45463 1748.56 21.857	46536 1789.84 22.373	47607 1831.04 22.888	48682 1872.40 23.405	49756 1913.68 23.921	50831 1955.04 24.438
GRP 09	37600 1446.16 18.077	39855 1532.88 19.161	42203 1623.20 20.290	44556 1713.68 21.421	46889 1803.44 22.543	49236 1893.68 23.671	50403 1938.56 24.232	51582 1983.92 24.799	52743 2028.56 25.357	53912 2073.52 25.919	55087 2118.72 26.484
GRP 10	40360 1552.32 19.404	42784 1645.52 20.569	45344 1744.00 21.800	47890 1841.92 23.024	50444 1940.16 24.252	53007 2038.72 25.484	54284 2087.84 26.098	55557 2136.80 26.710	56834 2185.92 27.324	58111 2235.04 27.938	59388 2284.16 28.552
GRP 11	44601 1715.44 21.443	47280 1818.48 22.731	50034 1924.40 24.055	52817 2031.44 25.393	55565 2137.12 26.714	58327 2243.36 28.042	59717 2296.80 28.710	61092 2349.68 29.371	62477 2402.96 30.037	63856 2456.00 30.700	65241 2509.28 31.366
GRP 12	47813 1838.96 22.987	50683 1949.36 24.367	53737 2066.80 25.835	56813 2185.12 27.314	59864 2302.48 28.781	62924 2420.16 30.252	64449 2478.80 30.985	65971 2537.36 31.717	67513 2596.64 32.458	69044 2655.52 33.194	70572 2714.32 33.929
GRP 13	52322 2012.40 25.155	55465 2133.28 26.666	58814 2262.08 28.276	62182 2391.60 29.895	65541 2520.80 31.510	68873 2648.96 33.112	70558 2713.76 33.922	72243 2778.56 34.732	73923 2843.20 35.540	75610 2908.08 36.351	77293 2972.80 37.160
GRP 14	58492 2249.68 28.121	61996 2384.48 29.806	65786 2530.24 31.628	69539 2674.56 33.432	73301 2819.28 35.241	77076 2964.48 37.056	78959 3036.88 37.961	80856 3109.84 38.873	82761 3183.12 39.789	84652 3255.84 40.698	86547 3328.72 41.609

CIVILIAN TEAMSTERS
1/1/2015 - 12/31/2015

	0	1	2	3	4	5	A	B	C	D	E
GRP 15	64944	68844	73045	77251	81463	85677	87772	89875	91986	94093	96194
	2497.84	2647.84	2809.44	2971.20	3133.20	3295.28	3375.84	3456.72	3537.92	3618.96	3699.76
	31.223	33.098	35.118	37.140	39.165	41.191	42.198	43.209	44.224	45.237	46.247
GRP 16	71885	76197	80850	85519	90174	94829	97167	99501	101839	104168	106506
	2764.80	2930.64	3109.60	3289.20	3468.24	3647.28	3737.20	3826.96	3916.88	4006.48	4096.40
	34.560	36.633	38.870	41.115	43.353	45.591	46.715	47.837	48.961	50.081	51.205
GRP 17	78753	83475	88606	93756	98900	104048	106619	109210	111767	114338	116913
	3028.96	3210.56	3407.92	3606.00	3803.84	4001.84	4100.72	4200.40	4298.72	4397.60	4496.64
	37.862	40.132	42.599	45.075	47.548	50.023	51.259	52.505	53.734	54.970	56.208
GRP 18	85919	91073	96705	102336	107956	113597	116403	119221	122054	124871	127693
	3304.56	3502.80	3719.44	3936.00	4152.16	4369.12	4477.04	4585.44	4694.40	4802.72	4911.28
	41.307	43.785	46.493	49.200	51.902	54.614	55.963	57.318	58.680	60.034	61.391
GRP 19	93793	99418	105572	111731	117882	124030	127117	130183	133268	136346	139429
	3607.44	3823.76	4060.48	4297.36	4533.92	4770.40	4889.12	5007.04	5125.68	5244.08	5362.64
	45.093	47.797	50.756	53.717	56.674	59.630	61.114	62.588	64.071	65.551	67.033
GRP 20	101743	107846	114558	121260	127966	134692	138035	141386	144747	148098	151453
	3913.20	4147.92	4406.08	4663.84	4921.76	5180.48	5309.04	5437.92	5567.20	5696.08	5825.12
	48.915	51.849	55.076	58.298	61.522	64.756	66.363	67.974	69.590	71.201	72.814
GRP 21	109687	116266	123529	130786	138045	145303	148930	152560	156181	159813	163440
	4218.72	4471.76	4751.12	5030.24	5309.44	5588.56	5728.08	5867.68	6006.96	6146.64	6286.16
	52.734	55.897	59.389	62.878	66.368	69.857	71.601	73.346	75.087	76.833	78.577
GRP 22	117040	124062	131805	139541	147272	155010	158875	162743	166618	170489	174366
	4501.52	4771.60	5069.44	5366.96	5664.32	5961.92	6110.56	6259.36	6408.40	6557.28	6706.40
	56.269	59.645	63.368	67.087	70.804	74.524	76.382	78.242	80.105	81.966	83.830

MEDICAL TEAMSTERS
1/1/2015 - 12/31/2015

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 07	43923	45388	46852	48316	49781	51245	52707	54174	55636	57102	58564	60029	61493
	1689.36	1745.68	1802.00	1858.32	1914.64	1970.96	2027.20	2083.60	2139.84	2196.24	2252.48	2308.80	2365.12
	21.117	21.821	22.525	23.229	23.933	24.637	25.340	26.045	26.748	27.453	28.156	28.860	29.564
GRP 08	47310	48861	50413	51967	53516	55068	56620	58171	59723	61275	62826	64376	65928
	1819.60	1879.28	1938.96	1998.72	2058.32	2118.00	2177.68	2237.36	2297.04	2356.72	2416.40	2476.00	2535.68
	22.745	23.491	24.237	24.984	25.729	26.475	27.221	27.967	28.713	29.459	30.205	30.950	31.696
GRP 10	55178	57056	58935	60817	62695	64574	66454	68332	70212	72093	73971	75849	77728
	2122.24	2194.48	2266.72	2339.12	2411.36	2483.60	2555.92	2628.16	2700.48	2772.80	2845.04	2917.28	2989.52
	26.528	27.431	28.334	29.239	30.142	31.045	31.949	32.852	33.756	34.660	35.563	36.466	37.369
GRP 12	65491	67744	69994	72245	74495	76746	78996	81249	83279	85355	87497	89683	91932
	2518.88	2605.52	2692.08	2778.64	2865.20	2951.76	3038.32	3124.96	3203.04	3282.88	3365.28	3449.36	3535.84
	31.486	32.569	33.651	34.733	35.815	36.897	37.979	39.062	40.038	41.036	42.066	43.117	44.198
GRP 16						106136							
						4082.16							
						51.027							

APPENDIX D

SWORN TEAMSTERS
1/1/2016 - 12/31/2016

	0	1	2	3	4	5	A	B	C	D	E
GRP 05	31616 1216.00 15.200	33511 1288.88 16.111	34904 1342.48 16.781	36269 1394.96 17.437	37656 1448.32 18.104	39037 1501.44 18.768	39788 1530.32 19.129	40545 1559.44 19.493	41311 1588.88 19.861	42072 1618.16 20.227	42831 1647.36 20.592
GRP 06	33962 1306.24 16.328	35999 1384.56 17.307	37636 1447.52 18.094	39270 1510.40 18.880	40899 1573.04 19.663	42544 1636.32 20.454	43505 1673.28 20.916	44468 1710.32 21.379	45404 1746.32 21.829	46361 1783.12 22.289	47316 1819.84 22.748
GRP 07	40161 1544.64 19.308	42569 1637.28 20.466	44556 1713.68 21.421	46538 1789.92 22.374	48516 1866.00 23.325	50500 1942.32 24.279	51582 1983.92 24.799	52661 2025.44 25.318	53743 2067.04 25.838	54820 2108.48 26.356	55898 2149.92 26.874
GRP 08	42657 1640.64 20.508	45388 1745.68 21.821	47705 1834.80 22.935	50034 1924.40 24.055	52345 2013.28 25.166	54658 2102.24 26.278	55842 2147.76 26.847	57021 2193.12 27.414	58213 2238.96 27.987	59394 2284.40 28.555	60582 2330.08 29.126
GRP 09	45702 1757.76 21.972	48445 1863.28 23.291	51043 1963.20 24.540	53647 2063.36 25.792	56235 2162.88 27.036	58833 2262.80 28.285	60124 2312.48 28.906	61437 2362.96 29.537	62727 2412.56 30.157	64029 2462.64 30.783	65324 2512.48 31.406
GRP 10	48770 1875.76 23.447	51690 1988.08 24.851	54529 2097.28 26.216	57356 2206.00 27.575	60168 2314.16 28.927	63012 2423.52 30.294	64430 2478.08 30.976	65836 2532.16 31.652	67257 2586.80 32.335	68675 2641.36 33.017	70090 2695.76 33.697
GRP 11	53468 2056.48 25.706	56678 2179.92 27.249	59721 2296.96 28.712	62791 2415.04 30.188	65842 2532.40 31.655	68908 2650.32 33.129	70441 2709.28 33.866	71976 2768.32 34.604	73497 2826.80 35.335	75032 2885.84 36.073	76559 2944.56 36.807

SWORN TEAMSTERS
1/1/2016 - 12/31/2016

	0	1	2	3	4	5	A	B	C	D	E
GRP 12	57015 2192.88 27.411	60439 2324.56 29.057	63825 2454.80 30.685	67224 2585.52 32.319	70597 2715.28 33.941	73979 2845.36 35.567	75687 2911.04 36.388	77372 2975.84 37.198	79069 3041.12 38.014	80768 3106.48 38.831	82464 3171.68 39.646
GRP 13	62007 2384.88 29.811	65730 2528.08 31.601	69435 2670.56 33.382	73154 2813.60 35.170	76883 2957.04 36.963	80583 3099.36 38.742	82451 3171.20 39.640	84317 3242.96 40.537	86187 3314.88 41.436	88053 3386.64 42.333	89923 3458.56 43.232
GRP 14	68848 2648.00 33.100	72979 2806.88 35.086	77160 2967.68 37.096	81326 3127.92 39.099	85486 3287.92 41.099	89667 3448.72 43.109	91755 3529.04 44.113	93856 3609.84 45.123	95957 3690.64 46.133	98045 3770.96 47.137	100142 3851.60 48.145
GRP 15	75982 2922.40 36.530	80546 3097.92 38.724	85197 3276.80 40.960	89856 3456.00 43.200	94513 3635.12 45.439	99191 3815.04 47.688	101512 3904.32 48.804	103842 3993.92 49.924	106174 4083.60 51.045	108507 4173.36 52.167	110839 4263.04 53.288
GRP 16	83676 3218.32 40.229	88695 3411.36 42.642	93850 3609.60 45.120	99016 3808.32 47.604	104179 4006.88 50.086	109321 4204.64 52.558	111916 4304.48 53.806	114498 4403.76 55.047	117089 4503.44 56.293	119679 4603.04 57.538	122264 4702.48 58.781
GRP 17	91270 3510.40 43.880	96747 3721.04 46.513	102436 3939.84 49.248	108145 4159.44 51.993	113840 4378.48 54.731	119538 4597.60 57.470	122389 4707.28 58.841	125251 4817.36 60.217	128084 4926.32 61.579	130938 5036.08 62.951	133786 5145.60 64.320

CIVILIAN TEAMSTERS
1/1/2016 - 12/31/2016

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	24964 960.16 12.002	26466 1017.92 12.724	27452 1055.84 13.198	28452 1094.32 13.679	29463 1133.20 14.165	30437 1170.64 14.633	30942 1190.08 14.876	31433 1208.96 15.112	31932 1228.16 15.352	32423 1247.04 15.588	32924 1266.32 15.829
GRP 02	25449 978.80 12.235	26978 1037.60 12.970	28018 1077.60 13.470	29049 1117.28 13.966	30083 1157.04 14.463	31104 1196.32 14.954	31620 1216.16 15.202	32161 1236.96 15.462	32658 1256.08 15.701	33176 1276.00 15.950	33696 1296.00 16.200
GRP 03	26393 1015.12 12.689	27976 1076.00 13.450	29060 1117.68 13.971	30164 1160.16 14.502	31242 1201.60 15.020	32340 1243.84 15.548	32874 1264.40 15.805	33438 1286.08 16.076	33975 1306.72 16.334	34516 1327.52 16.594	35058 1348.40 16.855
GRP 04	27525 1058.64 13.233	29176 1122.16 14.027	30337 1166.80 14.585	31481 1210.80 15.135	32652 1255.84 15.698	33827 1301.04 16.263	34401 1323.12 16.539	34973 1345.12 16.814	35556 1367.52 17.094	36132 1389.68 17.371	36710 1411.92 17.649
GRP 05	29120 1120.00 14.000	30867 1187.20 14.840	32155 1236.72 15.459	33399 1284.56 16.057	34686 1334.08 16.676	35953 1382.80 17.285	36650 1409.60 17.620	37344 1436.32 17.954	38037 1462.96 18.287	38734 1489.76 18.622	39426 1516.40 18.955
GRP 06	31281 1203.12 15.039	33159 1275.36 15.942	34657 1332.96 16.662	36167 1391.04 17.388	37669 1448.80 18.110	39191 1507.36 18.842	40071 1541.20 19.265	40959 1575.36 19.692	41814 1608.24 20.103	42694 1642.08 20.526	43570 1675.76 20.947
GRP 07	33567 1291.04 16.138	35580 1368.48 17.106	37434 1439.76 17.997	39270 1510.40 18.880	41117 1581.44 19.768	42962 1652.40 20.655	43965 1690.96 21.137	44978 1729.92 21.624	45985 1768.64 22.108	46991 1807.36 22.592	47996 1846.00 23.075

CIVILIAN TEAMSTERS
1/1/2016 - 12/31/2016

	0	1	2	3	4	5	A	B	C	D	E
GRP 08	36046	38210	40373	42536	44680	46827	47932	49036	50143	51249	52356
	1386.40	1469.60	1552.80	1636.00	1718.48	1801.04	1843.52	1886.00	1928.56	1971.12	2013.68
	17.330	18.370	19.410	20.450	21.481	22.513	23.044	23.575	24.107	24.639	25.171
GRP 09	38728	41051	43470	45893	48296	50712	51915	53129	54325	55530	56740
	1489.52	1578.88	1671.92	1765.12	1857.52	1950.48	1996.72	2043.44	2089.44	2135.76	2182.32
	18.619	19.736	20.899	22.064	23.219	24.381	24.959	25.543	26.118	26.697	27.279
GRP 10	41571	44067	46704	49327	51958	54598	55912	57223	58540	59854	61171
	1598.88	1694.88	1796.32	1897.20	1998.40	2099.92	2150.48	2200.88	2251.52	2302.08	2352.72
	19.986	21.186	22.454	23.715	24.980	26.249	26.881	27.511	28.144	28.776	29.409
GRP 11	45939	48699	51536	54402	57231	60077	61508	62924	64351	65772	67199
	1766.88	1873.04	1982.16	2092.40	2201.20	2310.64	2365.68	2420.16	2475.04	2529.68	2584.56
	22.086	23.413	24.777	26.155	27.515	28.883	29.571	30.252	30.938	31.621	32.307
GRP 12	49248	52204	55349	58517	61660	64813	66383	67952	69539	71115	72690
	1894.16	2007.84	2128.80	2250.64	2371.52	2492.80	2553.20	2613.52	2674.56	2735.20	2795.76
	23.677	25.098	26.610	28.133	29.644	31.160	31.915	32.669	33.432	34.190	34.947
GRP 13	53893	57129	60578	64047	67506	70938	72675	74410	76140	77879	79612
	2072.80	2197.28	2329.92	2463.36	2596.40	2728.40	2795.20	2861.92	2928.48	2995.36	3062.00
	25.910	27.466	29.124	30.792	32.455	34.105	34.940	35.774	36.606	37.442	38.275
GRP 14	60247	63856	67760	71625	75500	79389	81328	83281	85245	87192	89143
	2317.20	2456.00	2606.16	2754.80	2903.84	3053.44	3128.00	3203.12	3278.64	3353.52	3428.56
	28.965	30.700	32.577	34.435	36.298	38.168	39.100	40.039	40.983	41.919	42.857

CIVILIAN TEAMSTERS
1/1/2016 - 12/31/2016

	0	1	2	3	4	5	A	B	C	D	E
GRP 15	66893 2572.80 32.160	70909 2727.28 34.091	75238 2893.76 36.172	79568 3060.32 38.254	83907 3227.20 40.340	88248 3394.16 42.427	90405 3477.12 43.464	92570 3560.40 44.505	94746 3644.08 45.551	96916 3727.52 46.594	99079 3810.72 47.634
GRP 16	74042 2847.76 35.597	78483 3018.56 37.732	83275 3202.88 40.036	88084 3387.84 42.348	92880 3572.32 44.654	97675 3756.72 46.959	100081 3849.28 48.116	102486 3941.76 49.272	104894 4034.40 50.430	107293 4126.64 51.583	109701 4219.28 52.741
GRP 17	81116 3119.84 38.998	85979 3306.88 41.336	91264 3510.16 43.877	96568 3714.16 46.427	101866 3917.92 48.974	107170 4121.92 51.524	109818 4223.76 52.797	112486 4326.40 54.080	115120 4427.68 55.346	117768 4529.52 56.619	120420 4631.52 57.894
GRP 18	88496 3403.68 42.546	93806 3607.92 45.099	99607 3831.04 47.888	105406 4054.08 50.676	111195 4276.72 53.459	117004 4500.16 56.252	119895 4611.36 57.642	122799 4723.04 59.038	125715 4835.20 60.440	128617 4946.80 61.835	131525 5058.64 63.233
GRP 19	96608 3715.68 46.446	102400 3938.48 49.231	108740 4182.32 52.279	115084 4426.32 55.329	121418 4669.92 58.374	127752 4913.52 61.419	130930 5035.76 62.947	134089 5157.28 64.466	137265 5279.44 65.993	140437 5401.44 67.518	143612 5523.52 69.044
GRP 20	104795 4030.56 50.382	111080 4272.32 53.404	117994 4538.24 56.728	124898 4803.76 60.047	131805 5069.44 63.368	138734 5335.92 66.699	142176 5468.32 68.354	145627 5601.04 70.013	149090 5734.24 71.678	152541 5866.96 73.337	155996 5999.84 74.998
GRP 21	112977 4345.28 54.316	119754 4605.92 57.574	127236 4893.68 61.171	134709 5181.12 64.764	142187 5468.72 68.359	149662 5756.24 71.953	153398 5899.92 73.749	157136 6043.68 75.546	160867 6187.20 77.340	164607 6331.04 79.138	168343 6474.72 80.934
GRP 22	120551 4636.56 57.957	127783 4914.72 61.434	135760 5221.52 65.269	143728 5528.00 69.100	151690 5834.24 72.928	159661 6140.80 76.760	163640 6293.84 78.673	167625 6447.12 80.589	171617 6600.64 82.508	175604 6754.00 84.425	179598 6907.60 86.345

MEDICAL TEAMSTERS
1/1/2016 - 12/31/2016

	0	1	2	3	4	5	6	7	A	B	C	D	E
GRP 07	45242	46750	48258	49766	51274	52782	54288	55798	57304	58816	60322	61830	63338
	1740.08	1798.08	1856.08	1914.08	1972.08	2030.08	2088.00	2146.08	2204.00	2262.16	2320.08	2378.08	2436.08
	21.751	22.476	23.201	23.926	24.651	25.376	26.100	26.826	27.550	28.277	29.001	29.726	30.451
GRP 08	48728	50328	51925	53527	55122	56720	58319	59916	61514	63113	64711	66308	67906
	1874.16	1935.68	1997.12	2058.72	2120.08	2181.52	2243.04	2304.48	2365.92	2427.44	2488.88	2550.32	2611.76
	23.427	24.196	24.964	25.734	26.501	27.269	28.038	28.806	29.574	30.343	31.111	31.879	32.647
GRP 10	56834	58768	60703	62641	64576	66510	68447	70383	72320	74256	76190	78125	80059
	2185.92	2260.32	2334.72	2409.28	2483.68	2558.08	2632.56	2707.04	2781.52	2856.00	2930.40	3004.80	3079.20
	27.324	28.254	29.184	30.116	31.046	31.976	32.907	33.838	34.769	35.700	36.630	37.560	38.490
GRP 12	67456	69776	72095	74412	76729	79048	81365	83687	85777	87915	90122	92375	94690
	2594.48	2683.68	2772.88	2862.00	2951.12	3040.32	3129.44	3218.72	3299.12	3381.36	3466.24	3552.88	3641.92
	32.431	33.546	34.661	35.775	36.889	38.004	39.118	40.234	41.239	42.267	43.328	44.411	45.524
GRP 16						109321							
						4204.64							
						52.558							

APPENDIX E

Labor-Management Healthcare Coalition™

Value Plan

Summary of Benefits

Traditional Blue POS 204	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits	\$15 copay	25%
Routine physicals	\$15 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	25%
Diagnostic x-rays	\$15 copay	25%
Laboratory testing	Covered in full	25%
Chiropractic care (medically necessary only)	\$15 copay	25%
MRI	\$15 copay	25%
Specialist visits	\$15 copay	25%
Women's Services		
Maternity care (prenatal & post-natal care – after initial \$15 copay)	Covered in full	25%
Gynecological office visits	\$15 copay	25%
Routine Mammograms	Covered in full	25%
Routine pap smear	Covered in full	25%
Hospital Care		
Inpatient stay – semi private room	\$300 deductible	25%
Outpatient surgery facility	\$15 copay	25%
Chemotherapy, radiation therapy, inhalation therapy	\$15 copay	25%
Cardiac rehabilitation (24 visits per year)	\$15 copay	25%
Occupational, speech, physical therapy (20 visits per therapy)	\$15 copay	25%
Emergency room visit (waived if admitted to hospital)	\$100 copay	\$100
Emergency ambulance (medically necessary)	\$100 copay	\$100
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15 copay	25%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$300 deductible	25%
Inpatient rehabilitation (unlimited if medically necessary)	\$300 deductible	25%
Outpatient (unlimited if medically necessary)	\$15 copay	25%
Other Services		
Routine Podiatry Care	\$15 co-pay	25%
Durable medical equipment	50% coinsurance	50%
Home health care (unlimited visits)	Covered in full	25%
Prosthetic devices	50% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes - Not Long Term Care	Covered in full	25%
Prescription drugs (up to a 30 day supply)	\$10/\$15/\$20	NA
Vision Care		
Routine vision exam one every two years	\$15 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$1,000/\$2,000
Coinsurance	N/A	25%
Out-of-pocket maximum	N/A	\$2,500/\$5,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Employee contribution amounts vary if you are an employee who contributes a percentage of your health insurance premium, please contact your employer.

Labor-Management Healthcare Coalition™

Core Plan

Summary of Benefits

Traditional Blue POS 203	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits		
Routine physicals	\$10 copay	20%
Well child visits and immunizations (up to age 19)	\$10 copay	Not covered
Diagnostic x-rays	Covered in full	20%
Laboratory testing	\$10 copay	20%
Chiropractic care - 8 maintenance; unlimited visits when medically necessary	Covered in full	20%
MRI	\$10 copay	20%
Specialist visits	\$10 copay	20%
	\$10 copay	20%
Women's Services		
Maternity care (prenatal & post-natal care – after initial \$10 copay)	Covered in full	20%
Gynecological office visits	\$10 copay	20%
Routine Mammograms	Covered in full	20%
Routine pap smear	Covered in full	20%
Hospital Care		
Inpatient stay – semi private room	\$100 deductible	20%
Outpatient surgery facility	\$10 copay	20%
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20%
Cardiac rehabilitation (24 visits per year)	\$10 copay	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20%
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50
Emergency ambulance (medically necessary)	\$50 copay	\$50
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20%
Outpatient (unlimited if medically necessary)	\$10 copay	20%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20%
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20%
Outpatient (unlimited if medically necessary)	\$10 copay	20%
Other Services		
Routine Podiatry Care	\$10 co-pay	20%
Acupuncture (6 visits per calendar year)	\$10 copay	Not Covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not Covered
Durable medical equipment	50% coinsurance	50%
Home health care (unlimited visits)	Covered in full	20%
Prosthetic devices	50% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days)	Covered in full	20%
For rehabilitation purposes – Not Long Term Care		
Prescription drugs (up to a 30 day supply)	\$5/\$7/\$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$500/\$1,000
Coinsurance	N/A	20%
Out-of-pocket maximum	N/A	\$2,500/\$5,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Employee contribution amounts vary if you are an employee who contributes a percentage of your health insurance premium, please contact your employer.

Labor-Management Healthcare Coalition TM

Enhanced Plan Summary of Benefits

Traditional Blue POS 202	In-Network Deductible/Copay/ Coinsurance	Out-of-Network (Deductible applies)
Medical Services		
Office visits	\$8 copay	20%
Routine physicals	\$8 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20%
Diagnostic x-rays	\$8 copay	20%
Laboratory testing	Covered in full	20%
Chiropractic care - 8 maintenance; unlimited visits when medically necessary	\$8 copay	20%
MRI	\$8 copay	20%
Specialist visits	\$8 copay	20%
Women's Services		
Maternity care (prenatal & post-natal care - after initial \$8 co-pay)	Covered in full	20%
Gynecological office visits	\$8 copay	20%
Routine Mammograms	Covered in full	20%
Routine pap smear	Covered in full	20%
Hospital Care		
Inpatient stay – semi private room	Covered in full	20%
Outpatient surgery facility	\$8 copay	20%
Chemotherapy, radiation therapy, inhalation therapy	\$8 copay	20%
Cardiac rehabilitation (24 visits per year)	\$8 copay	20%
Occupational, speech, physical therapy (30 visits per therapy)	\$8 copay	20%
Emergency room visit (waived if admitted to hospital)	\$35 copay	\$35
Emergency ambulance (medically necessary)	\$35 copay	\$35
Mental Health Care		
Inpatient (unlimited if medically necessary)	Covered in full	20%
Outpatient (unlimited if medically necessary)	\$8 copay	20%
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	Covered in full	20%
Inpatient rehabilitation (unlimited if medically necessary)	Covered in full	20%
Outpatient (unlimited if medically necessary)	\$8 copay	20%
Other Services		
Routine Podiatry Care	\$8 copay	20%
Acupuncture (6 visits per calendar year)	\$8 copay	Not Covered
Massage therapy (12 visits per calendar year)	\$8 copay	Not Covered
Durable medical equipment	20% coinsurance	50%
Home health care (unlimited visits)	Covered in full	20%
Prosthetic devices	20% coinsurance	Not Covered
Skilled nursing facility non-custodial (unlimited days)	Covered in full	20%
For rehabilitation purposes – Not Long Term Care		
Prescription drugs (up to a 30 day supply)	\$0/\$7/\$10	NA
Vision Care		
Routine vision exam every year	\$8 copay	Not Covered
Dependent Coverage		
Dependent coverage to age	26	26
Out-of-network		
Deductible	N/A	\$300/\$600
Coinsurance	N/A	20%
Out-of-pocket maximum	N/A	\$2,000/\$4,000
Annual maximum	N/A	None
Lifetime maximum	N/A	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Employee contribution amounts vary if you are an employee who contributes a percentage of your health insurance premium, please contact your employer.

APPENDIX F

SUMMARY OF BENEFITS
CORE POS 203 - Retirees
Offered by Labor-Management Healthcare Coalition

	In Network Deductible/Copay/ Coinsurance	Out of Network (Deductible applies)
Medical Services		
Office visits	\$10 copay	20% coinsurance
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% coinsurance
Diagnostic x-rays	\$10 copay	20% coinsurance
Laboratory testing	Covered in full	20% coinsurance
Chiropractic care – 8 maintenance; unlimited for medical necessity	\$10 copay	20% coinsurance
MRI	\$10 copay	20% coinsurance
Specialist visits	\$10 copay	20% coinsurance
Women's Services		
Maternity care (prenatal & post-natal care)	Covered in full after initial copay	20% coinsurance
Gynecological office visits	\$10 copay	20% coinsurance
Routine Mammograms	Covered in full	20% coinsurance
Routine pap smear	Covered in full	20% coinsurance
Hospital Care		
Inpatient stay – semi-private room	\$100 deductible	20% coinsurance
Outpatient surgery facility	\$10 copay	20% coinsurance
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20% coinsurance
Cardiac rehabilitation (24 visits per year)	\$10 copay	20% coinsurance
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20% coinsurance
Emergency room visit (waived if admitted to hospital)	\$50 copay	50% coinsurance
Emergency ambulance (medically necessary)	\$50 copay	50% coinsurance
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Other Services		
Acupuncture (6 visits per calendar year)	\$10 copay	Not covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not covered
Durable medical equipment	50% coinsurance	50% coinsurance
Home health care (unlimited visits)	Covered in full	20% coinsurance
Hospice (210 days)	Covered in full	20% coinsurance
Prosthetic devices	50% coinsurance	Not covered
Skilled nursing facility non-custodial (unlimited days)	Covered in full	20% coinsurance
For rehabilitation purposes – Not Long Term Care		
Prescription drugs (up to a 30 day supply)	\$5 / \$7 / \$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not covered
Dependent Coverage		
Dependent	26	26
Out of Network		
Deductible	NA	\$500 / \$1000
Out-of-pocket maximum	NA	\$2500 / \$5000
Annual maximum	NA	None
Lifetime maximum	NA	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer. Guest Membership is available.

revised for 1/1/2011

TRADITIONAL BLUE PPO 812
SUMMARY OF BENEFITS
OFFERED BY LABOR-MANAGEMENT HEALTHCARE COALITION

	In Network Deductible/Copay/ Coinsurance	Out of Network (Deductible Applies)
Medical Services		
Office visits	\$10 copay	20% coinsurance
Routine physicals	\$10 copay	Not covered
Well child visits and immunizations (up to age 19)	Covered in full	20% coinsurance
Diagnostic x-rays	\$10 copay	20% coinsurance
Laboratory testing	Covered in full	20% coinsurance
Chiropractic care – 8 maintenance; unlimited for medical necessity	\$10 copay	20% coinsurance
MRI	\$10 copay	20% coinsurance
Specialist visits	\$10 copay	20% coinsurance
Women's Services		
Maternity care (prenatal & post-natal care) (After initial co-pay)	Covered in full	20% coinsurance
Gynecological office visits	\$10 copay	20% coinsurance
Routine Mammograms	Covered in full	20% coinsurance
Routine pap smear	Covered in full	20% coinsurance
Hospital Care		
Inpatient stay – semi-private room	\$100 deductible	20% coinsurance
Outpatient surgery facility	\$10 copay	20% coinsurance
Chemotherapy, radiation therapy, inhalation therapy	\$10 copay	20% coinsurance
Cardiac rehabilitation (24 visits per year)	\$10 copay	20% coinsurance
Occupational, speech, physical therapy (30 visits per therapy)	\$10 copay	20% coinsurance
Emergency room visit (waived if admitted to hospital)	\$50 copay	50% coinsurance
Emergency ambulance (medically necessary)	\$50 copay	50% coinsurance
Mental Health Care		
Inpatient (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Substance Abuse Treatment		
Inpatient detoxification (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Inpatient rehabilitation (unlimited if medically necessary)	\$100 deductible	20% coinsurance
Outpatient (unlimited if medically necessary)	\$10 copay	20% coinsurance
Other Services		
Acupuncture (6 visits per calendar year)	\$10 copay	Not covered
Massage therapy (12 visits per calendar year)	\$10 copay	Not covered
Durable medical equipment	50% coinsurance	50% coinsurance
Home health care (unlimited visits)	Covered in full	20% coinsurance
Hospice (210 days)	Covered in full	20% coinsurance
Prosthetic devices	50% coinsurance	Not covered
Skilled nursing facility non-custodial (unlimited days) For rehabilitation purposes – Not Long Term Care	Covered in full	20% coinsurance
Prescription drugs (up to a 30 day supply)	\$5 / \$7 / \$10	NA
Vision Care		
Routine vision exam every year	\$10 copay	Not covered
Dependent Coverage		
Dependent	26	26
Out of Network:		
Deductible	NA	\$500 / \$1000
Out-of-pocket maximum	NA	\$2500 / \$5000
Annual maximum	NA	None
Lifetime maximum	NA	None

This is a summary of covered benefits and exclusions and is not intended as an actual contract.

APPENDIX G

SUMMARY OF BENEFITS
SENIOR BLUE HMO (formerly 401)
offered by Labor-Management Healthcare Coalition

Medical Services	Copay / Coinsurance
Primary care office visits for Medicare-covered services	\$10 copay
Routine physicals (1 every year)	\$0 copay
Diagnostic x-rays	\$10 copay
Laboratory testing	\$0 copay
Chiropractic care	\$15 copay
Specialist visits for Medicare-covered services	\$20 copay
Podiatry services – medically necessary	\$15 copay
Podiatry services – routine up to 3 visits every year	\$15 copay
Bone mass measurement (people at risk)	\$0 copay
Colorectal screening exam (age 50 and older)	\$0 copay
Prostate cancer screening (age 50 and older)	\$0 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay
Immunizations – Influenza vaccine (in network only), H1N1 vaccine	\$0 copay
Diagnostic hearing exams	\$15 copay
Women's Services	
Medicare-covered pelvic exam (one every 24 months)	\$0 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay
Mammogram – Medicare-covered screening (age 40 and older)	\$0 copay
Hospital Care	
Inpatient hospital care	\$250 copay
Outpatient surgery facility	\$50 copay
Radiation therapy - PCP/Specialist Facility	\$10/20 copay \$0 copay
Cardiac rehabilitation	\$15 copay
Occupational, speech, physical therapy	\$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay
Emergency ambulance	\$50 copay
Mental Health Care	
Inpatient (190-day lifetime limit in aggregate with Substance Abuse Treatment)	\$0 copay
Outpatient visits	45% coinsurance
Mental Health services with Psychiatrist	20% coinsurance
Substance Abuse Treatment	
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a psychiatric hospital)	\$0 copay
Outpatient visits	20% coinsurance
Other Services	
Diabetic self-monitoring training	\$0 copay
Durable medical equipment	20% coinsurance
Home health care	\$10 copay
Prosthetic appliances (delete devices)	20% copay
Skilled nursing facility (100 days each benefit period) For rehabilitation purposes – Not Long Term Care	\$0 copay
Urgent care facility (waived if admitted)	\$50 copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$5 / \$10
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$5 / \$10
Out of Pocket maximum	\$3,000
Vision Care	
Routine vision exam (1 every year)	\$20 copay
Medical vision exam	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

SUMMARY OF BENEFITS
SENIOR BLUE HMO (formerly 402)
offered by Labor-Management Healthcare Coalition

Medical Services	Copay / Coinsurance
Primary care office visits for Medicare-covered services	\$10 copay
Routine physicals (1 every year)	\$0 copay
Diagnostic x-rays	\$10 copay
Laboratory testing	\$0 copay
Chiropractic care	\$15 copay
Specialist visits for Medicare-covered services	\$20 copay
Podiatry services – medically necessary	\$15 copay
Podiatry services – routine up to 3 visits every year	\$15 copay
Bone mass measurement (people at risk)	\$0 copay
Colorectal screening exam (age 50 and older)	\$0 copay
Prostate cancer screening (age 50 and older)	\$0 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay
Immunizations – Influenza vaccine (in network only), H1N1 vaccine	\$0 copay
Diagnostic hearing exams	\$15 copay
Women's Services	
Medicare-covered pelvic exam (one every 24 months)	\$0 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay
Mammogram – Medicare-covered screening (age 40 and older)	\$0 copay
Hospital Care	
Inpatient hospital care	\$250 copay
Outpatient surgery facility	\$50 copay
Radiation therapy – PCP/Specialist	\$10/\$20 copay
Facility	\$0 copay
Cardiac rehabilitation	\$15 copay
Occupational, speech, physical therapy	\$15 copay
Emergency room visit (waived if admitted to hospital)	\$50 copay
Emergency ambulance	\$50 copay
Mental Health Care	
Inpatient (190-day lifetime limit in aggregate with Substance Abuse Treatment)	\$0 copay
Outpatient visits	45% coinsurance
Mental Health services with Psychiatrist	20% coinsurance
Substance Abuse Treatment	
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a psychiatric hospital)	\$0 copay
Outpatient visits	20% coinsurance
Other Services	
Diabetic self-monitoring training	\$0 copay
Durable medical equipment	20% coinsurance
Home health care	\$10 copay
Prosthetic appliances (delete devices)	20% copay
Skilled nursing facility (100 days each benefit period)	\$0 copay
For rehabilitation purposes – Not Long Term Care	
Urgent care facility (waived if admitted)	\$50 copay
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$7/\$50/\$100 copay
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$7/\$50/\$100 copay
Out of Pocket maximum	\$3,000
Vision Care	
Routine vision exam (1 every year)	\$20 copay
Medical vision exam	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer.

SUMMARY OF BENEFITS
Forever Blue (formerly PPO 201)
offered by Labor-Management Healthcare Coalition

	In-Network Copay	Out-of-Network Copay
Medical Services		
Primary care office visits for Medicare-covered services	\$15 copay	\$20 copay
Routine physicals (1 every year)	\$0 copay	\$20 copay
Diagnostic x-rays	\$15 copay	\$20 copay
Laboratory testing	\$0 copay	\$20 copay
Chiropractic care	\$15 copay	\$20 copay
Specialist visits for Medicare-covered services	\$15 copay	\$20 copay
Podiatry services – medically necessary	\$15 copay	\$20 copay
Podiatry services -- routine up to 3 visits every year	\$15 copay	\$20 copay
Bone mass measurement (people at risk)	\$0 copay	\$20 copay
Colorectal screening exam (age 50 and older)	\$0 copay	\$20 copay
Prostate cancer screening (age 50 and older)	\$0 copay	\$20 copay
Immunizations – Hepatitis B vaccine, pneumonia vaccine (for people at risk)	\$0 copay	\$20 copay
Immunizations – Influenza vaccine, H1N1 vaccine	\$0 copay	\$0 copay
Diagnostic hearing exams	\$15 copay	\$20 copay
Women's Services		
Medicare-covered pelvic exam (one every 24 months)	\$0 copay	\$20 copay
Medicare-covered pap smear (one every 24 months)	\$0 copay	\$20 copay
Mammogram - Medicare-covered screening (ages 40 and older)	\$0 copay	\$20 copay
Hospital Care		
Inpatient hospital care	\$100 copay	20% copay
Outpatient surgery facility	\$25 copay	20% copay
Radiation therapy	\$15 copay	\$20 copay
Cardiac rehabilitation	\$20 copay	20% copay
Occupational, speech, physical therapy	\$20 copay	20% copay
Emergency room visit (waived if admitted to hospital)	\$50 copay	\$50 copay
Emergency ambulance	\$50 copay	\$50 copay
Mental Health Care		
Inpatient (190-day lifetime limit)	\$0 copay	20% copay
Outpatient visits	45% copay	50% copay
Mental Health services with psychiatrist	20% copay	20% copay
Substance Abuse Treatment		
Inpatient detoxification and rehabilitation services (190 day lifetime limit in a psychiatric hospital)	\$0 copay	20% copay
Outpatient visits	20% copay	20% copay
Other Services		
Diabetic self-monitoring training	\$0 copay	\$20 copay
Durable medical equipment	20% copay	20% copay
Home health care	\$0 copay	10% copay
Prosthetic devices	\$0 copay	20% copay
Skilled nursing facility (100 days each benefit period)	\$100 copay	20% copay
For rehabilitation purposes – Not Long Term Care		
Formulary Generic/Brand prescription drugs (up to a 30 day supply)	\$10/\$20	N/A
Mail-Order Formulary Generic/Brand prescription drugs (up to 90 day supply)	\$10/\$20	
Deductible	N/A	
Combined in & out of network maximum including deductible	\$3,250	\$250
Vision Care		
Routine vision exam (1 every year)	\$15 copay	\$20 copay
Medical vision exam	\$15 copay	\$20 copay

This is a summary of covered benefits and exclusions and is not intended as an actual contract. Copay, deductible and prescription plan variations may occur. Please check with your employer. Prescriptions available out of area from participating national pharmacy network.

revised for 1/1/13